



The nationwide gondola pool

RAILGON COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

December 14, 1987

RECORDATION NO. 14329-D 7-349A070
FILE 1425

Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitutional Avenue, NW
Room 2215 - Recordation Dept.
Washington, DC 20423

No. 7-349A070
Date DEC 15 1987
Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

Dear Ms. McGee:

10.00 filing fee

On behalf of Railgon Company, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two executed originals of a secondary document entitled "Amendment No. 4 to the Override and Restructuring Agreement".

The aforesaid document, among other things, amends the Override and Restructuring Agreement to provide for (1) the lease of certain gondola cars to the Denver and Rio Grande Western Railroad Co. ("DRGW"), and (2) the lease of certain gondola cars to the Chicago and North Western Railroad Co. ("CNW").

Prior recordations relating to this document are as follows:

1. Override and Restructuring Agreement dated as of January 1, 1984, recorded under Recordation No. 14329;
2. Amendment No. 1 to the Override and Restructuring Agreement dated as of October 15, 1984, recorded under Recordation No. 14329-A;
3. Amendment No. 2 to the Override and Restructuring Agreement dated as of November 15, 1984, recorded under Recordation No. 14329-B; and
4. Amendment No. 3 to the Override and Restructuring Agreement dated as of June 16, 1986, recorded under Recordation No. 14329-C.

Please file the enclosed document under Recordation No. 14329 under the next available letter.

Parties to these transactions include the following:

Railgon Company - Lessee
101 North Wacker Drive
Chicago, Illinois 60606

Mercantile-Safe Deposit and Trust
Company - as Agent for Investors,
and as Mortgagee
Two Hopkins Plaza
Baltimore, Maryland 21201

DEC 15 3 06 PM '87
MOTOR VEHICLE UNIT
THAT OFFICE

Thione
is 14329-D
Counterpart -
A. B. H. H. H.

Honorable Noretta R. McGee
December 14, 1987
Page Two

General Electric Credit Corporation - Owner
1600 Summer Street
Stamford, Connecticut 06905

The Connecticut Bank and Trust Company
National Association - as Trustee
for Owner, and as Lessor
One Constitution Plaza
Hartford, Connecticut 06115

Trailer Train Company
101 North Wacker Drive
Chicago, Illinois 60606

The equipment involved in the instant document is the equipment as set forth below:

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>No.of Units</u>	<u>Reporting Marks</u>	<u>Car Numbers</u>
52'6" 100-ton gondola car	GB	700	GONX	See Attached Schedule A

Enclosed is a check in the amount of \$10 to pay the recording fee for the instant documents.

A short summary of the documents to appear in the Index is as follows:

"Amends the Override and Restructuring Agreement under Recordation No. 14329 to provide for the release of 700 gondola cars."

Once the filing has been made, please keep one copy for your files and return to bearer the other stamped original, together with the fee receipt, the letter from the ICC acknowledging the filing, and the four extra copies of this letter of transmittal.

Very truly yours,



Thomas D. Marion
Director - Equipment Finance
and Assistant Treasurer

TDM:kbb

Enclosures

12/11/87
DRGWNOS4

RAILGON COMPANY
SCHEDULE A
(CARS INCLUDED IN DRGW LEASE DATED AS OF 12-15-87)

PAGE 1

	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.
1	310017	310281	310645	310978	320249	320455	330121	330307	340002	340264
2	310032	310303	310650	310992	320255	320463	330122	330312	340008	340271
3	310039	310304	310658	310998	320256	320465	330124	330313	340017	340272
4	310041	310318	310668	320005	320257	320466	330136	330325	340022	340280
5	310048	310332	310695	320012	320260	320471	330160	330327	340024	340298
6	310067	310339	310697	320033	320261	320475	330162	330336	340032	340299
7	310078	310344	310700	320040	320263	320476	330165	330337	340050	340309
8	310079	310351	310703	320044	320288	320477	330166	330338	340057	340316
9	310087	310355	310711	320046	320299	320479	330168	330347	340058	340330
10	310089	310396	310724	320054	320307	320483	330169	330350	340082	340340
11	310090	310405	310726	320056	320311	320489	330170	330363	340089	340349
12	310091	310416	310736	320060	320314	330006	330171	330370	340091	340354
13	310092	310451	310763	320062	320317	330007	330172	330375	340099	340357
14	310093	310454	310777	320064	320318	330008	330174	330379	340103	340360
15	310102	310463	310781	320065	320325	330018	330176	330401	340116	340374
16	310117	310500	310795	320072	320339	330019	330182	330404	340118	340376
17	310130	310509	310815	320074	320348	330031	330185	330411	340130	340378
18	310133	310515	310820	320110	320364	330032	330189	330412	340135	340397
19	310134	310519	310834	320131	320378	330045	330210	330416	340140	340404
20	310139	310524	310847	320133	320388	330063	330212	330417	340147	340410
21	310196	310552	310848	320153	320392	330069	330220	330419	340163	340414
22	310197	310556	310865	320163	320398	330079	330221	330439	340177	340418
23	310207	310558	310871	320170	320402	330081	330236	330441	340185	340435
24	310216	310577	310874	320173	320419	330083	330242	330450	340199	340455
25	310222	310596	310880	320179	320425	330091	330256	330454	340220	340471
26	310224	310598	310887	320181	320426	330093	330271	330475	340227	340477
27	310228	310608	310921	320191	320441	330101	330275	330476	340228	340485
28	310230	310617	310923	320196	320446	330106	330277	330490	340230	340493
29	310235	310626	310945	320200	320452	330112	330280	330494	340246	340497
30	310257	310634	310970	320222	320453	330116	330286	330497	340258	350241

NOTE: THE CAR NUMBERS LISTED ON THIS PAGE ARE THE SAME
FOR THE OLD LEASE WITH RAILGON AS FOR THE NEW LEASE
WITH DRGW.

RAILGON COMPANY
SCHEDULE A
(CARS INCLUDED IN CNW LEASE DATED AS OF 12/15/87)

PAGE 2

ROW NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER
1	330179	350142						
2	330194	350148						
3	330225	350154						
4	340014	350117						
5	340029	350108						
6	340067	350120						
7	340071	350102						
8	340076	350110						
9	340086	350125						
10	340096	350200						
11	340098	350104						
12	340129	350128						
13	340168	350107						
14	340172	350114						
15	340182	350101						
16	340221	350105						
17	340241	350103						
18	340252	350106						
19	340262	350121						
20	340266	350116						
21	340284	350124						
22	340302	350119						
23	340305	350118						
24	340327	350126						
25	340377	350149						
26	340391	350113						
27	340422	350111						
28	340472	350151						
29	340480	350129						
30	340488	350100						

THE CAR NUMBERS IDENTIFIED ON THIS PAGE REPRESENT A PARTIAL LISTING OF THE 400 CARS BEING LEASED TO CNW PURSUANT TO THE "LEASE OF RAILROAD EQUIPMENT" DATED AS OF DECEMBER 15, 1987 BETWEEN CNW AND THE LESSOR. THE BALANCE OF CARS NOT YET IDENTIFIED BY NUMBER ARE BEING RELEASED FROM RAILGON'S "LEASES OF RAILROAD EQUIPMENT" (NO'S. 1 AND 2) IN ACCORDANCE WITH THE TERMS OF AMENDMENTS DATED AS OF DECEMBER 15, 1987 TO SUCH LEASES. WHEN THE REMAINING CARS ARE IDENTIFIED BY NUMBER, AMENDMENTS TO THE RELEVANT AGREEMENTS WILL BE SUBMITTED TO THE ICC FOR FILING AND RECORDING.

STATE OF)
) ss.:
COUNTY OF)

On this day of November, 1984, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the of , one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires:

CERTIFICATION OF TRUE COPY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Stewart E. Tabin, a member of the Bar of the State of New York, do hereby certify that I have compared the attached copy of the document entitled "Amendment No. 2 to the Override and Restructuring Agreement" with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 14th day of November, 1984.

Stewart E. Tabin
Stewart E. Tabin

Subscribed and sworn to before
me this 14th day of November, 1984.

Theresa Sementilli
Notary Public

THERESA SEMENTILLI
Notary Public, State of New York
No. 41-4773862
Qualified in Queens County
Commission Expires March 30, 1986 86

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Thomas D. Marion
101 North Wacker Drive
Chicago, IL 60606

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/15/87 at 3:10PM, and assigned re-
recording number(s). 14329-D

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

14329-D

RECORDATION NO. 14329-D FILE 1429

AMENDMENT NO. 4 TO THE
OVERRIDE AND RESTRUCTURING AGREEMENT
INTERSTATE COMMERCE COMMISSION

DEC 15 1987 - 3 12 PM

THIS AGREEMENT, dated as of December 15, 1987 (the "Fourth Amendment"), constitutes Amendment No. 4 to the Override and Restructuring Agreement dated as of January 1, 1984, as amended (as so amended, the "Override Agreement"), by and among RAILGON COMPANY, a Delaware corporation ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, not in its individual capacity, but solely in its capacities as Agents for the Investors listed on Exhibit A to the Override Agreement (collectively, the "Agent"), GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation ("Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely in its capacities as Trustees for the Owner (collectively, the "Trustee"), the Investors listed on Exhibit A to the Override Agreement (individually, an "Investor" and collectively, the "Investors"), and TRAILER TRAIN COMPANY, a Delaware corporation ("TT") (reference being made to the Override Agreement for the definition of certain capitalized terms used and not defined herein).

W I T N E S S E T H:

WHEREAS, pursuant to the Override Agreement, (i) the Agent, on behalf of the Investors, and the Investors, agreed to a restructuring of the Total CSA Indebtedness for

the term of the Override Agreement, including certain deferrals of scheduled interest payments thereon, (ii) the Owner and the Trustee agreed to an amendment of the First Lease, the Second Lease and the Third Lease and the Owner agreed to make certain advances to the Lessee and (iii) TT agreed to make certain advances to the Lessee and to convert the TT Loans, together with accrued interest thereon to the Closing Date under the Override Agreement, into a capital contribution to the Lessee.

WHEREAS, pursuant to Amendment No. 1 to the Override and Restructuring Agreement, dated as of October 15, 1984, the Override Agreement and certain of the Documents were amended in connection with the Chessie Leases;

WHEREAS, pursuant to Amendment No. 2 to the Override and Restructuring Agreement, dated as of November 15, 1984, the Override Agreement and certain of the Documents were amended in connection with the Seaboard Lease;

WHEREAS, pursuant to Amendment No. 3 to the Override and Restructuring Agreement, dated as of June 16, 1986, the Override Agreement and certain of the Documents were amended in connection with the Kansas City Southern Lease;

WHEREAS, pursuant to the Lease of Railroad Equipment (the "Denver and Rio Grande Western Lease") substan-

tially in the form of Exhibit A hereto dated as of December 15, 1987 and executed simultaneously herewith between the Trustee (pursuant to the Owner's authorization and direction) and the Denver and Rio Grande Western Railroad Company, a Delaware corporation (the "Denver and Rio Grande Western Lessee"), the Denver and Rio Grande Western Lessee is leasing from the Trustee a total of 300 gondola cars currently leased by the Trustee to the Lessee pursuant to the First Lease, the Second Lease and the Third Lease, and constituting part of the Equipment covered by the First CSA, the Second CSA and the Third CSA, as amended;

WHEREAS, pursuant to the Lease of Railroad Equipment (the "Chicago and North Western Lease") substantially in the form of Exhibit B hereto dated as of December 15, 1987 and executed simultaneously herewith between the Trustee (pursuant to the Owner's authorization and direction) and the Chicago and North Western Transportation Company, a Delaware corporation (the "Chicago and North Western Lessee"), the Chicago and North Western Lessee is leasing from the Trustee a total of 400 gondola cars currently leased by the Trustee to the Lessee pursuant to the First Lease, the Second Lease and the Third Lease, and constituting part of the Equipment covered by the First CSA, the Second CSA and the Third CSA, as amended;

WHEREAS, the Lessee has consented to the Denver and Rio Grande Western Lease and the Chicago and North Western Lease pursuant to the terms of three Amendments to Lease (collectively, the "Denver and Rio Grande Western and Chicago and North Western Amendments to Leases") each substantially in the form of Exhibit C hereto and dated as of December 15, 1987, and the Agent and the Investors have consented to the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases pursuant to a Consent to Lease Agreements (the "Denver and Rio Grande Western and Chicago and North Western Consent to Lease Agreements") substantially in the form of Exhibit D hereto and dated as of December 15, 1987;

WHEREAS, (i) in connection with the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases, the rental and other obligations due from the Lessee under the First Lease, the Second Lease and the Third Lease, as amended, will be reduced and (ii) pursuant to the terms of three Amendments to Conditional Sale Agreement (collectively, the "Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements") each substantially in the form of Exhibit E hereto and dated as of December 15, 1987, the CSA Indebtedness in respect of the First CSA, the Second CSA and the Third CSA will be restructured;

WHEREAS, the Trustee has assigned the Denver and Rio Grande Western Lease and the Chicago and North Western Lease to the Agent as security for the Denver and Rio Grande Western CSA Indebtedness and the Chicago and North Western Indebtedness, respectively (each as defined in the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements), pursuant to an Assignment of Leases (the "Assignment of Denver and Rio Grande Western and Chicago and North Western Leases") substantially in the form of Exhibit F hereto and dated as of December 15, 1987, and (i) the Denver and Rio Grande Western Lessee has consented to such Assignment of Denver and Rio Grande Western and Chicago and North Western Leases pursuant to a Lessee's Consent (the "Denver and Rio Grande Western Lessee's Consent") substantially in the form of Exhibit G hereto and dated as of December 15, 1987 and (ii) the Chicago and North Western Lessee has consented to such Assignment of Denver and Rio Grande Western and Chicago and North Western Leases pursuant to a Lessee's Consent (the "Chicago and North Western Lessee's Consent") substantially in the form of Exhibit H hereto and dated as of December 15, 1987;

WHEREAS, in connection with the transactions described above, the Investors desire as among themselves to adjust their interests in the Equipment and in the payments

to be received from the Denver and Rio Grande Western Lessee and the Chicago and North Western Lessee pursuant to the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, respectively;

WHEREAS, in connection with the transactions described above, (i) the Lessee, the Investors, the Agent, the Owner and the Trustee desire to amend certain provisions of the First Participation Agreement, the Second Participation Agreement and the Third Participation Agreement, as amended, pursuant to three Amendments to Participation Agreement (collectively, the "Denver and Rio Grande Western and Chicago and North Western Amendments to Participation Agreements") each substantially in the form of Exhibit I hereto and dated as of December 15, 1987 and (ii) the Agent and the Trustee desire to amend certain provisions of the First Lease Assignment, the Second Lease Assignment and the Third Lease Assignment, as amended, pursuant to three Amendments to Assignments of Lease and Agreements (collectively, the "Denver and Rio Grande Western and Chicago and North Western Amendments to Assignments of Lease") each substantially in the form of Exhibit J hereto and dated as of December 15, 1987; and

WHEREAS, the parties to the Override Agreement desire to modify and restate certain of their rights there-

under as a result of and in connection with the transactions described above;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, being the parties to the Override Agreement, hereby agree as follows:

1. The parenthetical beginning on the seventh line of paragraph A of the Background section of the Override Agreement is amended in its entirety to read as follows:

(such units, after excluding the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment and the Chicago and North Western Equipment, the "Equipment").

2. The following subsection is added to the end of Section 4.01:

(f) In recognition of the execution of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, each Investor's CSA Indebtedness has been reduced pursuant to the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements by such Investor's Pro Rata share of the Total Denver and Rio Grande Western CSA Indebtedness and the Total Chicago and North Western CSA Indebtedness, and the Total CSA Indebtedness has also been reduced by the amount of the Total Denver and Rio Grande Western CSA Indebtedness and the Total Chicago and North Western CSA Indebtedness. Notwithstanding the foregoing or anything to the contrary contained herein, interest accrued in respect of the Total CSA Indebtedness (without giving effect to the reductions referred to in the immediately preceding sentence) from the

beginning of the Override Period to the date of closing of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease and constituting Deferred Amounts and Additional Deferred Amounts shall continue to constitute Deferred Amounts and Additional Deferred Amounts hereunder and shall be payable in accordance with the terms and provisions of this Agreement.

3. The following definitions are added to Section 13 of the Override Agreement in their alphabetical order therein:

Amendment No. 4 shall mean the Amendment No. 4 to the Override and Restructuring Agreement, dated as of December 15, 1987, among each of the parties to this Agreement.

Assignment of Denver and Rio Grande Western and Chicago and North Western Leases shall have the meaning specified therefor in Amendment No. 4.

Chicago and North Western CSA Indebtedness shall have the meaning specified therefor in the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements.

Chicago and North Western Equipment means the railroad equipment leased to the Chicago and North Western Lessee by the Trustee pursuant to the Chicago and North Western Lease.

Chicago and North Western Equipment Interest shall mean, as to each Investor as of the date of determination, a percentage equal to the proportion of such Investor's Chicago and North Western CSA Indebtedness to the Total Chicago and North Western CSA Indebtedness.

Chicago and North Western Lease shall have the meaning specified therefor in Amendment No. 4.

Chicago and North Western Lessee shall have the meaning specified therefor in Amendment No. 4.

Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements shall have the meaning specified therefor in Amendment No. 4.

Denver and Rio Grande Western and Chicago and North Western Amendments to Leases shall have the meaning specified therefor in Amendment No. 4.

Denver and Rio Grande Western CSA Indebtedness shall have the meaning specified therefor in the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements.

Denver and Rio Grande Western Equipment means the railroad equipment leased to the Denver and Rio Grande Western Lessee by the Trustee pursuant to the Denver and Rio Grande Western Lease.

Denver and Rio Grande Western Equipment Interest shall mean, as to each Investor as of the date of determination, a percentage equal to the proportion of such Investor's Denver and Rio Grande Western CSA Indebtedness to the Total Denver and Rio Grande Western CSA Indebtedness.

Denver and Rio Grande Western Lease shall have the meaning specified therefor in Amendment No. 4.

Denver and Rio Grande Western Lessee shall have the meaning specified therefor in Amendment No. 4.

Total Chicago and North Western CSA Indebtedness shall mean the aggregate Chicago and North Western CSA Indebtedness under the First CSA, the Second CSA and the Third CSA, as amended by the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements.

Total Denver and Rio Grande Western CSA Indebtedness shall mean the aggregate Denver and Rio Grande Western CSA Indebtedness under the First CSA, the Second CSA and the Third CSA, as amended by the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements.

4. Section 18.01 of the Override Agreement is amended in its entirety to read as follows:

18.01. Interests in Payments. Notwithstanding the provisions of this Agreement concerning each Investor's interest in the Equipment, Chessie Equipment, Seaboard

Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment and Chicago and North Western Equipment, as the case may be, including, without limitation, Sections 18.02, 18.03(b), 18.04(b), 18.05(b) and 18.06(b), any payment of principal of or interest on the Total CSA Indebtedness received by the Agent pursuant to this Agreement shall be distributed by the Agent in accordance with the provisions with respect to such payments contained in this Agreement.

5. The following section is added after Section 18.05 of the Override Agreement:

18.06 Denver and Rio Grande Western Lease Payments and Chicago and North Western Lease Payments.

(a) All rentals and other payments (excluding, however, payments of the type referred to in Section 18.06(b)) paid to the Agent under or pursuant to the Denver and Rio Grande Western Lease and the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases, or under or pursuant to the Chicago and North Western Lease and the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases, on a given date shall be distributed by the Agent to each Investor, in the manner specified in Section 4.03(b) in connection with payments of the Total CSA Indebtedness, in an amount equal to the product of (x) the percentage or percentages set forth opposite the name of such Investor on Schedule 1 to Amendment No. 4 and (y) the aggregate of all such rentals and other payments received on such date and allocable on such date to the First Lease and the Second Lease, or to the Third Lease, as the case may be, as set forth on Schedule 2 or Schedule 3, respectively, to Amendment No. 4.

(b) All payments paid to the Agent in respect of (i) the sale, transfer, conveyance, lease, contract for use or other disposition of the Denver and Rio Grande Western Equipment or the Chicago and North Western Equipment in connection with an Event of Default under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, or an event of default under any of the First CSA, the Second CSA or the Third CSA in respect thereof, or (ii) Casualty Occurrences (as defined in the Denver and Rio Grande Western Lease and the Chicago and North Western Lease)

shall be distributed by the Agent to each Investor in an amount equal to the product of (x) such Investor's Denver and Rio Grande Western Equipment Interest or Chicago and North Western Equipment Interest, as the case may be, and (y) all such amounts received by the Agent in respect of such event.

6. Exhibits F and G to the Override Agreement are amended to read in their entirety as set forth in the forms thereof annexed hereto as Schedules 4 and 5, respectively.

7. Amendment No. 4 Closing.

7.1 Amendment No. 4 Closing. The closing (the "Amendment No. 4 Closing") of the transactions contemplated hereby and by the Denver and Rio Grande Western Lease and the Chicago and North Western Lease shall take place at the offices of Wachtell, Lipton, Rosen & Katz, 299 Park Avenue, New York, New York at 10:00 a.m., local time, on such date on which all conditions set forth in Sections 7.2, 7.3 and 7.4 hereof shall have been satisfied (or duly waived by the party hereto entitled to waive such condition), as may be specified by the Lessee to the Investors, the Agent, the Trustee, the Owner and TT by telephone or telex communication given not less than two Business Days prior to such date (the date and time of the Amendment No. 4 Closing being referred to herein as the "Amendment No. 4 Closing Date"); provided, however, that the Amendment No. 4 Closing Date shall not take place in the event that prior to the Amend-

ment No. 4 Closing Date any party entitled to the satisfaction of any condition shall have delivered to the Lessee (with copies to all other parties hereto) a certificate in writing stating that such party believes in good faith that one or more of the conditions to such party's obligations have not been fulfilled or duly waived and setting forth in reasonable detail the basis for its belief, unless each such certificate shall have been withdrawn in writing. The Amendment No. 4 Closing shall be deemed to have occurred if (i) the Lessee shall have delivered to each party hereto which shall be in attendance at the Amendment No. 4 Closing a certificate stating that any notice of the time and place of the Amendment No. 4 Closing required to be given to each party hereto was given or was duly waived and that all of the conditions set forth in Sections 7.2, 7.3 and 7.4 hereof have been satisfied or duly waived by the party hereto entitled to the satisfaction of such condition and (ii) the Lessee shall not have received, prior to the Amendment No. 4 Closing Date, any certificate as provided in the proviso to the immediately preceding sentence, or if any such certificate shall have been received, it shall have been withdrawn in writing.

7.2 Conditions of Obligations and Agreements of Investors and the Agent. The obligations and agreements of each of the Investors and the Agent to consummate the Amend-

ment No. 4 Closing shall be subject to the satisfaction of each of the following conditions (any of which may be waived as to any Investor by such Investor):

(a) Restructuring Agreements. The Denver and Rio Grande Western Lease, the Chicago and North Western Lease, the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases, the Denver and Rio Grande Western Lessee's Consent, the Chicago and North Western Lessee's Consent, the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements, the Denver and Rio Grande Western and Chicago and North Western Consent to Lease Agreements, the Denver and Rio Grande Western and Chicago and North Western Amendments to Participation Agreements and the Denver and Rio Grande Western and Chicago and North Western Amendments to Assignments of Lease (collectively, the "Denver and Rio Grande Western and Chicago and North Western Documents") shall have been duly executed and delivered by the respective parties thereto, shall be in full force and effect, and shall not have been terminated, and the parties thereto shall have fully performed all of their obligations thereunder which, by the terms of such agreements, are required to be performed on or prior to the Amendment No. 4 Closing Date.

(b) No Default. No event or condition shall have occurred and be continuing, or would result from the transactions contemplated hereby and by the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, that constitutes an Event of Default under the Override Agreement or an "Event of Default" under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (or event which with the giving of notice or lapse of time or both, would constitute such an Event of Default or "Event of Default").

(c) Compliance Certificate. The Lessee shall have delivered to each Investor and the Agent a certificate of its Chief Financial Officer certifying that the conditions precedent contained in Sections 7.2(a) (to the knowledge of the Lessee as to parties other than the Lessee), (b), (e) (to the knowledge of the Lessee as to parties other than the Lessee), (f) and (j) have been duly satisfied at the Amendment No. 4 Closing Date.

(d) Opinions of Counsel. The opinions of counsel to the Denver and Rio Grande Western Lessee, counsel to the Chicago and North Western Lessee, Messrs. Kirkland & Ellis, counsel to the Lessee and TT, Messrs. Haight, Gardner, Poor & Havens, counsel to the Owner, Messrs. Day, Berry & Howard, counsel to the Trustee, and Messrs. Cravath, Swaine & Moore,

counsel to the Agent, shall have been delivered to each Investor, the Agent and TT, and shall be in form, scope and substance satisfactory to each Investor.

(e) Fourth Amendment. This Agreement shall have been duly executed and delivered by the respective parties hereto, shall be in full force and effect and shall not have been terminated and the parties hereto shall have fully performed all of their obligations hereunder which, by the terms hereof, are required to be performed on or prior to the Amendment No. 4 Closing Date.

(f) ICC Filings. All filings of this Agreement, the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements, the Denver and Rio Grande Western and Chicago and North Western Amendments to Assignments of Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease shall have been made with the Interstate Commerce Commission and no other filing or recordation shall be necessary for the protection of the rights of the Agent therein or in the Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande

Western Equipment and the Chicago and North Western Equipment in any state of the United States of America or the District of Columbia.

(g) Compliance Certificate of Owner. The Owner shall have delivered to each Investor and the Agent a certificate of an authorized officer of the Owner to the effect that the Owner is in full compliance with its obligations under the Documents, the Denver and Rio Grande Western and Chicago and North Western Documents to which it is a party and the Override Agreement.

(h) Compliance Certificate of Trustee. The Trustee shall have delivered to each Investor and the Agent a certificate of an authorized officer of the Trustee to the effect that the Trustee is in full compliance with its obligations under the Documents, the Denver and Rio Grande Western and Chicago and North Western Documents to which it is a party and the Override Agreement.

(i) Compliance Certificate of TT. TT shall have delivered to each Investor and the Agent a certificate of an authorized officer of TT to the effect that TT is in full compliance with its obligations under this Agreement and the Override Agreement.

(j) Payment of Expenses. The Lessee, TT and the Owner shall have paid in full all amounts that each shall have been requested to pay in accordance with Section 8 hereof.

7.3 Conditions of Obligations and Agreements of the Owner and the Trustee. The obligations and agreements of the Owner and the Trustee to consummate the Amendment No. 4 Closing shall be subject to the satisfaction of each of the following conditions (any of which may be waived by the Owner or the Trustee, as the case may be):

(a) Restructuring Agreements. The Denver and Rio Grande Western Lease (with respect to the Denver and Rio Grande Western Lessee only), the Chicago and North Western Lease (with respect to the Chicago and North Western Lessee only), the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases (with respect to the Agent only), the Denver and Rio Grande Western Lessee's Consent, the Chicago and North Western Lessee's Consent, the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases (with respect to the Lessee only), the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements (with respect to the Agent only), the Denver and Rio Grande Western and Chicago and North Western Consent to Lease Agreements, the

Denver and Rio Grande Western and Chicago and North Western Amendments to Participation Agreements (with respect to the Lessee, the Investors and the Agent only) and the Denver and Rio Grande Western and Chicago and North Western Amendments to Assignments of Lease (with respect to the Agent only) shall have been duly executed and delivered by the respective parties thereto, shall be in full force and effect and shall not have been terminated, and the parties thereto shall have fully performed all of their obligations thereunder which, by the terms of such agreements, are required to be performed on or prior to the Amendment No. 4 Closing Date.

(b) No Default. No event or condition shall have occurred and be continuing, or would result from the transactions contemplated hereby and by the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, which constitutes an Event of Default under the Override Agreement or an "Event of Default" under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (or event which with the giving of notice or lapse of time or both, would constitute such an Event of Default or "Event of Default").

(c) Compliance Certificate. The Lessee shall have delivered to the Owner a certificate of its Chief Financial

Officer certifying that the conditions precedent contained in Sections 7.3(a) (to the knowledge of the Lessee as to parties other than the Lessee), (b), (e) (to the knowledge of the Lessee as to parties other than the Lessee), (g) and (h) have been duly satisfied at the Amendment No. 4 Closing Date.

(d) Opinions of Counsel. The opinions of counsel to the Denver and Rio Grande Western Lessee, counsel to the Chicago and North Western Lessee, Messrs. Kirkland and Ellis, counsel to the Lessee and TT, and Messrs. Cravath, Swaine & Moore, counsel to the Agent, shall have been delivered to the Owner and the Trustee, and shall be in form, scope and substance satisfactory to the Owner.

(e) Fourth Amendment. This Agreement shall have been duly executed and delivered by the respective parties hereto, shall be in full force and effect and shall not have been terminated, and the parties hereto shall have fully performed all of their obligations hereunder which, by the terms hereof, are required to be performed on or prior to the Amendment No. 4 Closing Date.

(f) Compliance Certificate of TT. TT shall have delivered to the Owner a certificate of an authorized officer of TT to the effect that TT is in full compliance with its obligations under this Agreement and the Override Agreement.

(g) ICC Filings. All filings of this Agreement, the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements, the Denver and Rio Grande Western and Chicago and North Western Amendments of Assignments of Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease shall have been made with the Interstate Commerce Commission and no other filing or recordation shall be necessary for the protection of the rights of the Trustee or Agent therein or in the Equipment, the Denver and Rio Grande Western Equipment and the Chicago and North Western Equipment in any state of the United States of America or the District of Columbia.

(h) Payment of Expenses. The Lessee and TT shall have paid in full all amounts that each shall have been requested to pay in accordance with Section 8 hereof.

7.4 Conditions of Obligations and Agreements of TT. The obligations and agreements of TT to consummate the Amendment No. 4 Closing shall be subject to the satisfaction of each of the conditions (any of which may be waived by TT) set forth in clauses (a) (as to parties other than TT), (b), (c), (d), (e) (as to parties other than TT), (f), (g), (h)

and (j) (as to parties other than TT) of Section 7.2 hereof (including the delivery to TT of each certificate required pursuant to any of the foregoing clauses).

8. Expenses. Whether or not the transactions contemplated hereby and by the Denver and Rio Grande Western Lease and the Chicago and North Western Lease are consummated, the Lessee and TT will pay or cause to be paid, with respect to this Agreement, the Denver and Rio Grande Western and Chicago and North Western Documents and any documents executed in connection herewith or therewith, (i) the reasonable fees, costs and disbursements of the Agent, including the reasonable fees and disbursements of special counsel for the Agent, (ii) without limiting the provisions of the First Trust Agreement, the Second Trust Agreement and the Third Trust Agreement, the reasonable fees, costs and disbursements of the Trustee, including the reasonable fees and disbursements of special counsel for the Trustee, (iii) the reasonable cost of preparation, execution and delivery and duplication hereof and thereof, including the reasonable fees disbursements of Messrs. Wachtell, Lipton, Rosen & Katz as special counsel for the Investors, and (iv) any other reasonable costs or expenses of the Agent and the Investors including reasonable counsel fees and disbursements, incurred after the Amendment No. 4 Closing Date in connection with the enforcement of, the preservation of rights under,

or any litigation or preparation for litigation involving or arising out of, any of this Agreement, the Denver and Rio Grande Western and Chicago and North Western Documents or such documents. The Lessee and TT also will pay or cause to be paid any costs of filing this Agreement, the Assignment of Denver and Rio Grande Western and Chicago and North Western Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Leases, the Denver and Rio Grande Western and Chicago and North Western Amendments to Conditional Sale Agreements, the Denver and Rio Grande Western Lease, the Chicago and North Western Lease, the Denver and Rio Grande Western and Chicago and North Western Amendments to Assignments of Lease, the Denver and Rio Grande Western Lessee's Consent and the Chicago and North Western Lessee's Consent. The Investors and the Agent shall have no liability to the Lessee for any of the aforesaid fees, costs, disbursements and expenses or for any other expenses in connection with the transactions contemplated hereby. The Owner shall be responsible for the payment of all fees and disbursements of special counsel for the Owner.

9. Lessee's Further Assurances. The Lessee agrees to execute and deliver, at no cost to it, any document reasonably requested of it in connection with any further amendment to this Agreement or any of the Denver and

Rio Grande Western and Chicago and North Western Documents in respect of the Denver and Rio Grande Western Equipment, the Chicago and North Western Equipment, the Denver and Rio Grande Western Lease, the Chicago and North Western Lease, the Denver and Rio Grande Lessee or the Chicago and North Western Lessee.

10. Authorizations.

10.1 Authorization by the Investors. Each of the Investors hereby authorizes and directs the Agent to execute, deliver and perform this Agreement and each of the Denver and Rio Grande Western and Chicago and North Western Documents to which the Agent is a party and indemnifies the Agent for any expenses and liabilities it may incur in connection therewith.

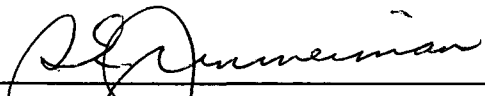
10.2 Authorization by the Owner. The Owner hereby authorizes and directs the Trustee to execute, deliver and perform this Agreement and each of the Denver and Rio Grande Western and Chicago and North Western Documents to which the Trustee is a party.

11. Miscellaneous. Except as expressly modified or amended hereby, the Override Agreement and the other Documents shall remain in full force and effect in accor-

dance with their terms. This Agreement may be executed in two or more counterparts, all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons as of the date first above written.

RAILGON COMPANY

By 
R. E. Zimmerman
VICE PRESIDENT and TREASURER

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By _____

[SEAL]

Attest:

By _____

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee as aforesaid

By _____

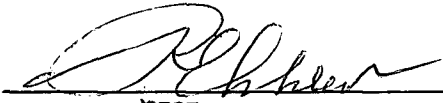
dance with their terms. This Agreement may be executed in two or more counterparts, all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons as of the date first above written.

RAILGON COMPANY

By _____

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By 
VICE PRESIDENT

[SEAL]

Attest:

By 
CORPORATE TRUST OFFICER

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee as aforesaid

By _____

dance with their terms. This Agreement may be executed in two or more counterparts, all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons as of the date first above written.

RAILGON COMPANY

By _____

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

By _____

[SEAL]

Attest:

By _____

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee as aforesaid

By  _____

GENERAL ELECTRIC CREDIT
CORPORATION

By DMCabin

METROPOLITAN LIFE INSURANCE
COMPANY

By _____

By _____

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as agent for
an Institutional Investor,
Schmidt & Co., Account No. 288
Schmidt & Co.

By _____

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By _____

GENERAL ELECTRIC CREDIT
CORPORATION

By _____

METROPOLITAN LIFE INSURANCE
COMPANY

By

Peter J. Haller

By

Richard G. Clarke

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as agent for
an Institutional Investor,
Schmidt & Co., Account No. 288
Schmidt & Co.

By _____

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By _____

GENERAL ELECTRIC CREDIT
CORPORATION

By _____

METROPOLITAN LIFE INSURANCE
COMPANY

By _____

By _____

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as agent for
an Institutional Investor,
Schmidt & Co., Account No. 288
Schmidt & Co. *Schmidt & Co.*

By *John H. Hays*
A partner

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By _____

GENERAL ELECTRIC CREDIT
CORPORATION

By _____

METROPOLITAN LIFE INSURANCE
COMPANY

By _____

By _____

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as agent for
an Institutional Investor,
Schmidt & Co., Account No. 288
Schmidt & Co.

By _____

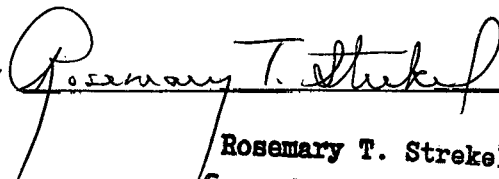
JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By


Senior Investment Officer

PHOENIX MUTUAL LIFE INSURANCE
COMPANY

By



Rosemary T. Strekel
Second Vice President

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By

AETNA LIFE INSURANCE COMPANY

By

AETNA INSURANCE COMPANY

By CIGNA CAPITAL ADVISERS, INC.

By

TRANSAMERICA LIFE INSURANCE
AND ANNUITY COMPANY

By

PHOENIX MUTUAL LIFE INSURANCE
COMPANY

By _____

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

mjs By Michael T. O'Kane

Michael T. O'Kane
Second Vice President

AETNA LIFE INSURANCE COMPANY

By _____

AETNA INSURANCE COMPANY

By CIGNA CAPITAL ADVISERS, INC.

By _____

TRANSAMERICA LIFE INSURANCE
AND ANNUITY COMPANY

By _____

PHOENIX MUTUAL LIFE INSURANCE
COMPANY

By _____

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

AETNA LIFE INSURANCE COMPANY

By William F. Young
Its Asst. Vice-President

AETNA INSURANCE COMPANY

By CIGNA CAPITAL ADVISERS, INC.

By _____

TRANSAMERICA LIFE INSURANCE
AND ANNUITY COMPANY

By _____

PHOENIX MUTUAL LIFE INSURANCE
COMPANY

By _____

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

AETNA LIFE INSURANCE COMPANY

By _____

AETNA INSURANCE COMPANY

By ~~AETNA~~ Investments, Inc.

By *Richard B. McGauley*
RICHARD B. MCGAULEY
VICE PRESIDENT

TRANSAMERICA LIFE INSURANCE
AND ANNUITY COMPANY

By _____

PHOENIX MUTUAL LIFE INSURANCE
COMPANY

By _____

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

AETNA LIFE INSURANCE COMPANY

By _____

AETNA INSURANCE COMPANY

By CIGNA CAPITAL ADVISERS, INC.

By _____

TRANSAMERICA LIFE INSURANCE
AND ANNUITY COMPANY

By _____

Gary A. Rolfe
Investment Officer

TRANSAMERICA LIFE INSURANCE AND
ANNUITY COMPANY

By _____

EXECUTIVE LIFE INSURANCE COMPANY

By *J. M. Landall*

THE UNION LABOR LIFE INSURANCE
COMPANY

By _____

EXECUTIVE LIFE INSURANCE COMPANY

By _____

THE UNION LABOR LIFE INSURANCE
COMPANY

By Herbert C. Canaper

TRAILER TRAIN COMPANY

By _____

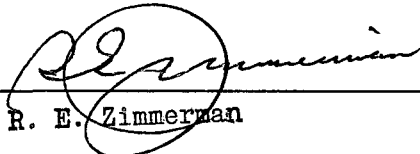
EXECUTIVE LIFE INSURANCE COMPANY

By _____

THE UNION LABOR LIFE INSURANCE
COMPANY

By _____

TRAILER TRAIN COMPANY

By  _____
R. E. Zimmerman

VICE PRESIDENT and TREASURER

Schedule 1

I. Investors' Percentages of Payments from
Denver and Rio Grande Western/Chicago and North Western

<u>Investor</u>	<u>Indebtedness</u>	<u>Pro Rata Share of Each Payment of D&RGW/CNW CSA In- debtedness for Investors Under Railgon Leases 1 & 2</u>
<u>Lease No. 1</u>		
John Hancock	\$ 622,557.07	6.09112288
Metropolitan Life	2,893,513.22	28.31024735
Morgan-Schmidt	1,245,114.12	12.18224554
Phoenix Mutual	217,147.88	2.12458344
Total	<u>4,978,332.29</u>	
<u>Lease No. 2</u>		
Teachers	\$ 2,654,377.29	25.90753212
Aetna Life	663,594.32	6.49263300
Cigna	663,594.32	6.49263300
Transamerica Life	530,875.46	5.19410641
Executive Life	265,437.73	2.59705319
Phoenix Mutual	265,437.73	2.59705319
Union Labor Life	199,078.29	1.94778985
Total	<u>\$ 5,242,395.13</u>	
Total Leases 1 & 2	<u>\$10,220,727.42</u>	<u>100%</u>

<u>Investor</u>	<u>D&RGW/CNW CSA Indebtedness</u>	<u>Pro Rata Share of Each Payment of D&RGW/CNW CSA In- debtedness for Investors Under Railgon Lease 3</u>
<u>Lease No. 3</u>		
Metropolitan Life	\$ 5,434,340.64	
GRAND TOTAL Leases 1, 2, & 3	<u><u>\$15,655,068.06</u></u>	<u><u>100%</u></u>

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss.: *Stamford, December 14, 1987*

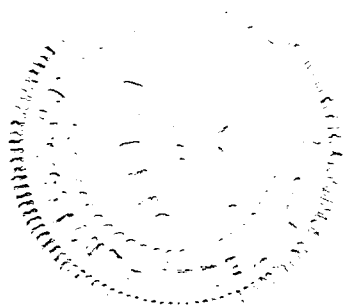
On this ^{14th} day of December, 1987, before me personally appeared D.L. EAKIN, to me personally known, who, being by me duly sworn, says that he is the SENIOR PORTFOLIO MANAGER of General Electric Credit Corp., one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Caroline N. Lampitelli
Notary Public

[Notarial Seal]

My Commission Expires:

My Commission Expires Mar. 31, 1991



STATE OF ILLINOIS)
) ss.:
COUNTY OF DU PAGE)

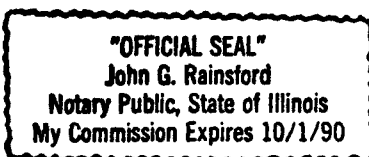
On this 10th day of December, 1987, before me personally appeared H. E. Zimmerman, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT and TREASURER

_____ of Railgon Company & Trailer Train Company, two of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporations by authority of their Boards of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.


Notary Public

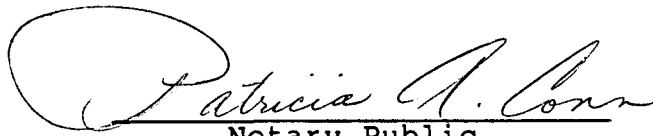
[Notarial Seal]

My Commission Expires:



STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this 9th day of December, 1987, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires:

7-1-90

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

On this 10th day of December, 1987, before me personally appeared **DONALD E. SMITH** o me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maryanne C. Young
Notary Public

[Notarial Seal]

My Commission Expires:
MARYANNE C. YOUNG
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss.: *Sturford, December 14, 1987*

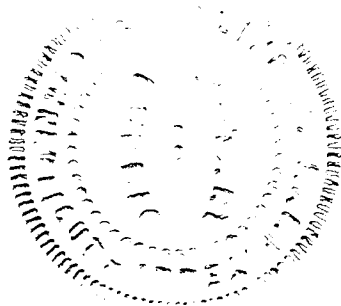
On this 14th day of December, 1987, before me personally appeared D.L. EATON, to me personally known, who, being by me duly sworn, says that he is the SENIOR PORTFOLIO MANAGER of General Electric Credit Corp., one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carolyn J. Langitelle
Notary Public

[Notarial Seal]

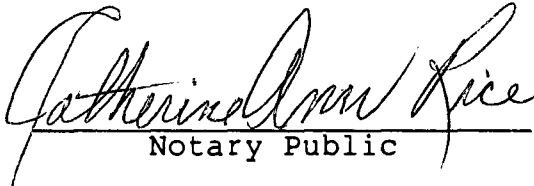
My Commission Expires:

My Commission Expires: _____



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of December, 1987, before me personally appeared PETER S. HASLEY and RICHARD G. CLARKE to me personally known, who, being by me duly sworn, say that they are the SENIOR VICE PRESIDENT and ASSOCIATE GENERAL COUNSEL of Metropolitan Life Insurance Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

CATHERINE ANN RICE
Notary Public, State of New York
No. 31-8559315
Qualified in New York County
Certificate Filed in New York County
Commission Expires July 31, 1988

My Commission Expires:

July 31, 1988

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11th day of December, 1987, before me personally appeared John Leary, to me personally known, who, being by me duly sworn, says that he is a Partner of the Schmidt & Co. of Morgan Guaranty Trust Co. of New York, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

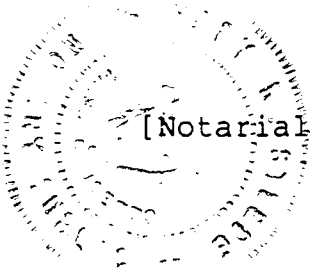
My Commission Expires:

MARCIA LANDMAN
Notary Public, State of New York
No. 31-4906689
Qualified in New York County
Commission Expires Sept. 21, 1989

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On this 15th day of December, 1987, before me personally appeared Herman F. Seavey, to me personally known, who, being by me duly sworn, says that he is ~~the~~ a Senior Investment Officer of John Hancock Mutual Life Insurance Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary R. Steele
Notary Public



[Notarial Seal]

My Commission Expires: 2/8/1991

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)

On this 14 day of December, 1987, before me personally appeared Rosemary T. Strokel, to me personally known, who, being by me duly sworn, says that he is the Second Vice President of Phoenix Mutual Life Insurance Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
JOYCE R. SCHMIDT
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

My Commission Expires:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11 day of December, 1987, before me personally appeared Michael T. O'Kane to me personally known, who, being by me duly sworn, says that he is the Second Vice President of Teachers Insurance and Annuity Association of America, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Anna M. Jefferson
Notary Public
ANNA M. JEFFERSON
Notary Public, State of New York
No. 47-39051
Qualified in Bronx County
Commission Expires March 30, 1989

My Commission Expires:

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

On this 9th day of December, 1987, before me personally appeared Helen E. Young to me personally known, who, being by me duly sworn, says that she is the Assistant Vice President of Aetna Life Insurance Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Wilma J. Christiana
Notary Public

[Notarial Seal]

My Commission Expires:

WILMA J. CHRISTIANA
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1993

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.: Bloomfield

On this ^{10th} day of December, 1987, before me personally appeared Richard B. McCauley, to me personally known, who, being by me duly sworn, says that he is the Vice President of CIGNA Investments, Inc., one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Charley Parr
Notary Public

[Notarial Seal]

My Commission Expires: March 31, 1989

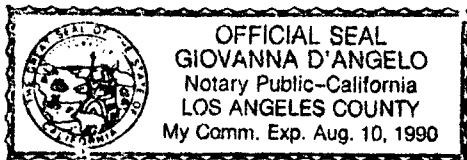
STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

On this 11th day of December, 1987, before me personally appeared Gary U. Rolle, to me personally known, who, being by me duly sworn, says that he is the Investment Officer of Transamerica Life Insurance and Annuity Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Giovanna D'Angelo
Notary Public

[Notarial Seal]

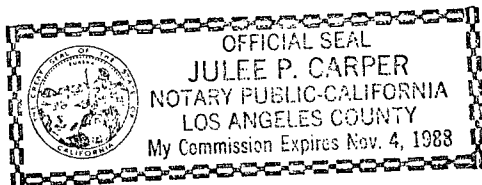
My Commission Expires:



1150 S. Olive St. # 2723, Los Angeles, CA 90015

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

On this 14 day of December, 1987, before me personally appeared quintanilla, to me personally known, who, being by me duly sworn, says that he is the Investment Officer of Executive Life Insurance Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Julie Carper
Notary Public

My Commission Expires:

[Notarial Seal]

DISTRICT OF COLUMBIA)
) ss.:
CITY OF WASHINGTON)

On this 15th day of December, 1987, before me personally appeared HERBERT C. CANAPARY, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT of The Union Labor Life Insurance Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.

Daniel P. Michael
Notary Public

[Notarial Seal]

My Commission Expires:

My Commission Expires October 14, 1989

Schedule 2

DRGW PAYMENTS ALLOCABLE TO
FIRST LEASE AND SECOND LEASE

AMORTIZATION SCHEDULE - \$4,380,311.75 @ 6.65%

<u>Payment No.</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Principal Balance</u>
				4,380,311.75
1	145,645.37	130,606.61	276,251.98	4,249,705.14
2	141,302.70	134,949.28	276,251.98	4,114,755.85
3	136,815.63	139,436.35	276,251.98	3,975,319.50
4	132,179.37	144,072.61	276,251.98	3,831,246.90
5	127,388.96	148,863.02	276,251.98	3,682,383.88
6	122,439.26	153,812.72	276,251.98	3,528,571.16
7	117,324.99	158,926.99	276,251.98	3,369,644.17
8	112,040.67	164,211.31	276,251.98	3,205,432.86
9	106,580.64	169,671.34	276,251.98	3,035,761.52
10	100,939.07	175,312.91	276,251.98	2,860,448.61
11	95,109.92	181,142.06	276,251.98	2,679,306.55
12	89,086.94	187,165.04	276,251.98	2,492,141.51
13	82,863.71	193,388.27	276,251.98	2,298,753.24
14	76,433.55	199,818.43	276,251.98	2,098,934.80
15	69,789.58	206,462.40	276,251.98	1,892,472.41
16	62,924.71	213,327.27	276,251.98	1,679,145.13
17	55,831.58	220,420.40	276,251.98	1,458,724.73
18	48,502.60	227,749.38	276,251.98	1,230,975.35
19	40,929.93	235,322.05	276,251.98	995,653.30
20	33,105.47	243,146.51	276,251.98	752,506.79
21	25,020.85	251,231.13	276,251.98	501,275.66
22	16,667.42	259,584.56	276,251.98	241,691.09
23	8,036.23	241,691.09	249,727.32	0.00

CNW PAYMENTS ALLOCABLE TO
FIRST LEASE AND SECOND LEASE

AMORTIZATION SCHEDULE - \$5,840,415.67 @ 6.65%

<u>Payment No.</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Principal Balance</u>
				5,840,415.67
1	194,193.82	174,142.16	368,335.98	5,666,273.51
2	188,403.59	179,932.39	368,335.98	5,486,341.13
3	182,420.84	185,915.14	368,335.98	5,300,425.99
4	176,239.16	192,096.82	368,335.98	5,108,329.17
5	169,851.94	198,484.04	368,335.98	4,903,845.14
6	163,252.35	205,083.63	368,335.98	4,704,761.51
7	156,433.32	211,902.66	368,335.98	4,492,858.85
8	149,387.56	218,948.42	368,335.98	4,273,910.42
9	142,107.52	226,228.46	368,335.98	4,047,681.97
10	134,585.43	233,750.55	368,335.98	3,813,931.41
11	126,813.22	241,522.76	368,335.98	3,572,408.65
12	118,782.59	249,553.39	368,335.98	3,322,855.26
13	110,484.94	257,851.04	368,335.98	3,065,004.22
14	101,911.39	266,424.59	368,335.98	2,798,579.63
15	93,052.77	275,283.21	368,335.98	2,523,296.42
16	83,899.61	284,436.37	368,335.98	2,238,860.04
17	74,442.10	293,093.68	368,335.98	1,944,966.10
18	64,670.12	303,665.86	368,335.98	1,641,300.31
19	54,573.24	313,762.74	368,335.98	1,327,537.56
20	44,140.62	324,195.36	368,335.98	1,003,342.20
21	33,361.13	334,974.85	368,335.98	668,367.35
22	22,223.21	356,112.77	368,335.98	322,254.59
23	10,714.97	322,254.59	332,969.55	0.00

Schedule 3

CNW PAYMENTS ALLOCABLE TO
THIRD LEASE

AMORTIZATION SCHEDULE - \$3,105,337.51 & 7.67%

<u>Payment No.</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Principal Balance</u>
				3,105,337.51
1	119,089.60	87,084.33	206,174.02	3,018,253.18
2	115,750.01	90,424.01	206,174.02	2,927,829.17
3	112,282.25	93,891.77	206,174.02	2,833,937.40
4	108,681.50	97,492.52	206,174.02	2,736,444.88
5	104,942.66	101,231.36	206,174.02	2,635,213.52
6	101,060.44	105,113.58	206,174.02	2,530,099.94
7	97,029.33	109,144.69	206,174.02	2,420,955.25
8	92,843.63	113,330.39	206,174.02	2,307,624.87
9	88,497.41	117,676.61	206,174.02	2,189,948.26
10	83,984.52	122,189.50	206,174.02	2,067,758.76
11	79,298.55	126,875.47	206,174.02	1,940,883.29
12	74,432.87	131,741.15	206,174.02	1,809,142.14
13	69,380.60	136,793.42	206,174.02	1,672,348.72
14	64,134.57	142,039.45	206,174.02	1,530,309.27
15	58,687.36	147,486.66	206,174.02	1,382,822.61
16	53,031.25	153,142.77	206,174.02	1,229,679.84
17	47,158.22	159,015.80	206,174.02	1,070,664.04
18	41,059.97	165,114.05	206,174.02	905,549.99
19	34,727.84	171,446.18	206,174.02	734,103.81
20	28,152.88	178,021.14	206,174.02	556,082.67
21	21,325.77	184,848.25	206,174.02	371,234.42
22	14,236.84	191,937.18	206,174.02	179,297.24
23	6,876.05	179,297.24	186,173.29	0.00

DRGW PAYMENTS ALLOCABLE TO
THIRD LEASE

AMORTIZATION SCHEDULE - \$2,329,003.13 & 7.67%

<u>Payment No.</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Principal Balance</u>
				2,329,003.13
1	89,317.27	65,313.25	154,630.52	2,263,689.88
2	86,812.51	67,818.01	154,630.52	2,195,871.87
3	84,211.69	70,418.83	154,630.52	2,125,453.03
4	81,511.12	73,119.40	154,630.52	2,052,333.64
5	78,706.99	75,923.53	154,630.52	1,976,410.11
6	75,795.33	78,835.19	154,630.52	1,897,574.92
7	72,772.00	81,858.52	154,630.52	1,815,716.40
8	69,632.72	84,997.80	154,630.52	1,730,718.60
9	66,373.06	88,257.46	154,630.52	1,642,461.14
10	62,988.38	91,642.14	154,630.52	1,550,819.00
11	59,473.91	95,156.61	154,630.52	1,455,662.39
12	55,824.65	98,805.87	154,630.52	1,356,856.53
13	52,035.45	102,595.07	154,630.52	1,254,261.45
14	48,100.93	106,529.59	154,630.52	1,147,731.86
15	44,015.52	110,615.00	154,630.52	1,037,116.86
16	39,773.43	114,857.09	154,630.52	922,259.77
17	35,368.66	119,261.86	154,630.52	802,997.91
18	30,794.97	123,835.55	154,630.52	679,162.36
19	26,045.88	128,584.64	154,630.52	550,577.72
20	21,114.66	133,515.36	154,630.52	417,061.85
21	15,994.32	138,636.20	154,630.52	278,425.66
22	10,677.62	143,952.90	154,630.52	134,472.76
23	5,175.03	134,472.76	139,629.79	0.00

Schedule 4

Exhibit F

Payments of Principal to Each Investor
During Override Period

Lease No. 1

	<u>Metropolitan Life</u>	<u>Morgan-Schmidt</u>	<u>John Hancock</u>	<u>Phoenix Mutual</u>
12/15/87	\$ 175,895.35	\$ 75,689.92	\$ 37,844.96	\$ 13,200.32

LEASE NO. 2

	<u>Teachers</u>	<u>Aetna Life</u>	Aetna (as Assignee of Connecticut <u>General)</u>	<u>Trans-</u> <u>america</u>	<u>Executive</u> <u>Life</u>	<u>Phoenix</u> <u>Mutual</u>	<u>Union</u> <u>Labor Life</u>
12/15/87	\$156,269.84	\$39,067.46	\$39,067.46	\$31,253.97	\$15,626.98	\$15,626.98	\$11,720.25

LEASE NO. 3

Metropolitan Life

12/15/87

\$272,841.91

Schedule 5

Exhibit G

Payments to the Owner
During the Override Period

- Lease 1: Owner receives \$17.54 on each Lease Payment Date during the Override Period.
- Lease 2: Owner receives \$8,511.51 on each Lease Payment Date during the Override Period.
- Lease 3: Owner receives \$.01 on each Lease Payment Date during the Override Period.

EXHIBIT A

[Form of Denver and Rio Grande Western Lease]

[To be supplied by Haight, Gardner]

EXHIBIT B

[Form of Chicago and North Western Lease]

[To be supplied by Haight, Gardner]

EXHIBIT C

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT (No. .)

AMENDMENT made as of the 15th day of December, 1987 between RAILGON COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the "Trustee") acting under a Trust Agreement dated as of [date] with General Electric Credit Corporation (the "Owner").

RECITALS

WHEREAS, the Trustee and the Lessee are parties to a Lease of Railroad Equipment, dated as of [date], as amended (as so amended, the "Lease"), pursuant to which the Trustee leased to the Lessee certain items of railroad equipment described in Schedule A thereto (the "Equipment");

WHEREAS, by an Assignment of Lease and Agreement dated as of [date], as amended, the Trustee assigned its rights in, to and under the Lease to Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") for certain institutional investors under a Participation Agreement dated as of [date], as

amended, among the Trustee, the Owner, the Agent, the Investors listed therein and the Lessee;

WHEREAS, the Lease was amended pursuant to (i) the Amendment to Lease of Railroad Equipment (No. _) dated as of January 1, 1984 in connection with the restructuring of certain indebtedness of the Lessee under the Override and Restructuring Agreement (the "Override Agreement") dated as of January 1, 1984 by and among the Lessee, the Trustee, the Owner, the Agent, the Investors listed on Schedule A to the Override Agreement and Trailer Train Company, a Delaware corporation, (ii) the Amendment to Lease of Railroad Equipment (No. _) dated as of October 15, 1984 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 1 to the Override and Restructuring Agreement dated as of October 15, 1984 by and among the parties to the Override Agreement, (iii) the Amendment to Lease of Railroad Equipment (No. _) dated as of November 15, 1984 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 2 to the Override and Restructuring Agreement dated as of November 15, 1984 by and among the parties to the Override Agreement and (iv) the Amendment to Lease of Railroad Equipment (No. _) dated as of June 16, 1986 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 3 to the Override and Restructuring Agreement dated as of June 16, 1986 by and among the parties to the Override Agreement;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Denver and Rio Grande Western Railroad Company, a Delaware corporation, pursuant to which the Trustee has leased to such entity certain items of the Equipment described in Schedule A hereto;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Chicago and North Western Transportation Company, a Delaware corporation, pursuant to which the Trustee has leased to such entity certain items of the Equipment described in Schedule B hereto; and

WHEREAS, in consideration of the foregoing, the parties to the Lease have agreed to amend the Lease on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. The last sentence of Section 2 of the Lease is deleted in its entirety and the following paragraph is added at the end of Section 2 of the Lease:

The parties hereto acknowledge that the Trustee is entering into (i) a Lease of Railroad Equipment dated as of December 15, 1987 (the "Denver and Rio Grande Western Lease") with the

Denver and Rio Grande Western Railroad Company (the "Denver and Rio Grande Western Lessee") pursuant to which the Trustee is leasing to the Denver and Rio Grande Western Lessee certain of the Units (the "Denver and Rio Grande Western Units") described in Schedule A to that certain Amendment to Lease of Railroad Equipment (No. _) dated as of December 15, 1987 between the Trustee and the Lessee and (ii) a Lease of Railroad Equipment dated as of December 15, 1987 (the "Chicago and North Western Lease") with the Chicago and North Western Transportation Company (the "Chicago and North Western Lessee") pursuant to which the Trustee is leasing to the Chicago and North Western Lessee certain of the Units (the "Chicago and North Western Units") described in Schedule B to that certain Amendment to Lease of Railroad Equipment (No. _) dated as of December 15, 1987 between the Trustee and the Lessee. Notwithstanding anything contained in this Lease to the contrary, including, without limitation, Section 12, the parties agree that the Denver and Rio Grande Western Units and the Chicago and North Western Units are released from the Lease and the Lease (other than the provisions of this paragraph and those provisions of the Lease that survive the termination of the Lease) is terminated as to such Denver and Rio Grande Western Units and Chicago and North Western Units. For purposes of this Lease the term "Units" shall mean the Units then remaining subject to this Lease as of the date of determination.

2. Except as modified or amended hereby, the Lease shall remain in full force and effect in accordance with its terms. This Amendment may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

RAILGON COMPANY

By _____

[Corporate Seal]
Attest:

THE CONNECTICUT BANK AND
TRUST COMPANY, NATIONAL
ASSOCIATION, not in its
individual capacity, but
solely as Trustee

By _____

[Seal]
Attest:

STATE OF ILLINOIS)
) ss.:
COUNTY OF DU PAGE)

On this ____ day of December, 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of Railgon Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires:

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

On this _____ day of December, 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission Expires:

SCHEDULE A

Description of Units Leased to
the Denver and Rio Grande Western Lessee

<u>Builder/Description</u>	<u>Quantity</u>	<u>Serial Nos.</u>
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SCHEDULE B

Description of Units Leased to
the Chicago and North Western Lessee

<u>Builder/Description</u>	<u>Quantity</u>	<u>Serial Nos.</u>
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EXHIBIT D

CONSENT TO LEASE AGREEMENTS

Each of the undersigned hereby acknowledges receipt of a copy of (1) the Amendment to Lease of Railroad Equipment (No. 1), (2) the Amendment to Lease of Railroad Equipment (No. 2) and (3) the Amendment to Lease of Railroad Equipment (No. 3) (collectively, the "Amendments to Leases") to be executed and delivered as of even date herewith by the Connecticut Bank and Trust Company, National Association, a national banking association, not in its individual capacity but solely as trustee, and Railgon Company, a Delaware corporation. Each of the undersigned hereby consents to the entry into the Amendments to Leases and the terms thereof.

Dated as of December 15, 1987

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent

[SEAL]

Attest:

By _____

By _____

METROPOLITAN LIFE INSURANCE
COMPANY

By _____

By _____

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as agent for an
Institutional Investor,
Schmidt & Co., Account
No. 288
Schmidt & Co.

By _____

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

By _____

PHOENIX MUTUAL LIFE INSURANCE
COMPANY

By _____

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By _____

AETNA LIFE INSURANCE COMPANY

By _____

AETNA INSURANCE COMPANY
BY CIGNA CAPITAL ADVISERS, INC.

By _____

TRANSAMERICA LIFE INSURANCE AND
ANNUITY COMPANY

By _____

EXECUTIVE LIFE INSURANCE COMPANY

By _____

THE UNION LABOR LIFE INSURANCE
COMPANY

By _____

EXHIBIT E

AMENDMENT TO CONDITIONAL SALE AGREEMENT (NO. _)

AMENDMENT made as of the 15th day of December, 1987 between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, the "Trustee") acting under a Trust Agreement dated as of [date], as amended, with General Electric Credit Corporation (the "Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, acting not in its individual capacity but solely as agent (hereinafter, together with its successors and assigns, the "Agent") for certain institutional investors (the "Investors") under a Participation Agreement dated as of [date], as amended.

RECITALS

WHEREAS, the Trustee is a party to a Conditional Sale Agreement dated as of [date], as amended (as so amended, the "CSA") along with certain manufacturers of railroad equipment listed on the signature pages to the CSA (the "Builders"), pursuant to which the Trustee purchased certain units of railroad equipment described in Annex B to the CSA manufactured by the Builders (the "Equipment");

WHEREAS, the Builders assigned to the Agent certain of their right, title and interest in and to the CSA and to the security interest in and to the Equipment pursuant to an Agreement and Assignment dated as of [date] between the Agent and each of the Builders;

WHEREAS, the Trustee and Railgon Company ("Railgon") entered into a Lease of Railroad Equipment dated as of [date], as amended (as so amended, the "Lease") pursuant to which the Trustee leased the Equipment to Railgon;

WHEREAS, the Trustee and Railgon have as of this date entered into an Amendment to Lease pursuant to which certain items of Equipment have been released from the Lease;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Denver and Rio Grande Western Railroad Company and a Lease of Railroad Equipment with the Chicago and North Western Transportation Company, pursuant to which the Trustee has leased to each such entity certain items of the Equipment released from the Lease; and

WHEREAS, in consideration of the foregoing, the parties to the CSA have agreed to amend the CSA on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows (certain capitalized terms used and not defined herein having the meanings ascribed thereto in the CSA):

1. The fourth paragraph of Article 4 of the CSA is hereby amended to read in its entirety as follows:

The portion (the "Railgon CSA Indebtedness") of the Purchase Price payable pursuant to subparagraph (c) of the preceding paragraph in respect of the Lease shall be deemed to be \$_____ and shall be payable on the dates and in the manner set forth in the Override and Restructuring Agreement dated as of January 1, 1984, as amended, by and among the Lessee, the Trustee, the Agent, the Owner, the Investors and Trailer Train Company (as so amended, the "Override Agreement"), each such date being hereinafter called a "Railgon Payment Date". The portion (the "Baltimore CSA Indebtedness") of such Purchase Price payable in respect of the Lease of Railroad Equipment dated as of October 15, 1984 (the "Baltimore Lease") by and between the Trustee and The Baltimore and Ohio Railroad Company (the "Baltimore Lessee") shall be deemed to be \$_____ as of June 16, 1986 shall be payable on each April 15 and October 15, commencing October 15, 1986, to and including October 15, 1999, each such date being hereinafter called a "Baltimore Payment Date". The portion (the "Chesapeake CSA Indebtedness") of such Purchase Price payable in respect of the Lease of Railroad Equipment dated as of October 15, 1984 (the "Chesapeake Lease") by and between the Trustee and The Chesapeake and Ohio Railway Company (the "Chesapeake Lessee") shall be deemed to be \$_____ as of June 16, 1986 and shall be payable on each April 15 and October 15, commencing October 15, 1986, to and including October 15, 1999, each such date being hereinafter called a "Chesapeake Payment Date." The Baltimore CSA Indebtedness and the Chesapeake CSA Indebtedness

shall sometimes be referred to in this Agreement collectively as the "Chessie CSA Indebtedness", the Baltimore Lease and the Chesapeake Lease shall sometimes be referred to in this Agreement collectively as the "Chessie Leases", the Baltimore Lessee and the Chesapeake Lessee shall sometimes be referred to in this Agreement collectively as the "Chessie Lessees" and the Baltimore Payment Date and the Chesapeake Payment Date shall sometimes be referred to in this Agreement collectively as a "Chessie Payment Date". If an act is done or omitted to be done by, or an event occurs with respect to, one of the Baltimore Lessee or Chesapeake Lessee, but not both, any and all references to the "Chessie CSA Indebtedness", the "Chessie Leases", the "Chessie Lessees" or the "Chessie Payment Date" with respect to such act, omission or event, or the legal consequences resulting from such act, omission or event, shall be deemed to refer only to the Baltimore Lessee or the Chesapeake Lessee, whichever did or omitted to do such act or with respect to which such event occurred, and the related lease, but not both. The portion (the "Seaboard CSA Indebtedness") of such Purchase Price payable in respect of the Lease of Railroad Equipment dated as of November 15, 1984 (the "Seaboard Lease") by and between the Trustee and Seaboard System Railroad, Inc. (the "Seaboard Lessee") shall be deemed to be \$_____ as of June 16, 1986 and shall be payable on each May 15 and November 15, commencing November 15, 1986, to and including November 15, 1999, each such date being hereinafter called a "Seaboard Payment Date". The portion (the "Kansas City Southern CSA Indebtedness") of such Purchase Price payable in respect of the Lease of Railroad Equipment dated as of June 16, 1986 (the "Kansas City Southern Lease") by and between the Trustee and The Kansas City Southern Railway Company (the "Kansas City Southern Lessee") shall be deemed to be \$_____ as of June 16, 1986 and shall be payable on each June 15 and December 15, commencing December 15, 1986, to and including June 15, 1999, each such date being hereinafter called a "Kansas City Southern Payment Date". The portion (the "Denver and Rio Grande Western CSA Indebtedness") of such Purchase Price payable in respect of the Lease of Railroad Equipment dated as of December 15, 1987 (the "Denver and Rio Grande Western Lease") by and between the Trustee and the Denver and Rio Grande Western Railroad Company (the

"Denver and Rio Grande Western Lessee") shall be deemed to be \$ _____ and shall be payable on each June 15 and December 15, commencing June 15, 1988, to and including December 15, 1999, each such date being hereinafter called a "Denver and Rio Grande Western Payment Date". The portion (the "Chicago and North Western CSA Indebtedness") of such Purchase Price payable in respect of the Lease of Railroad Equipment dated as of December 15, 1987 (the "Chicago and North Western Lease") by and between the Trustee and the Chicago and North Western Transportation Company shall be deemed to be \$ _____ and shall be payable on each June 15 and December 15, commencing June 15, 1988, to and including December 15, 1999, each such date being hereinafter called a "Chicago and North Western Payment Date". Subject to the provisions of the Override Agreement, the unpaid balance of the Railgon CSA Indebtedness shall bear interest at the rate of 13% per annum. Such interest shall be payable on each Railgon Payment Date. The installments of principal payable on each Railgon Payment Date shall be calculated so that the amount and allocation of principal and interest payable on each Railgon Payment Date shall be substantially in proportion to the amount and allocation of principal and interest on such Railgon Payment Date set forth in Schedule I hereto and the aggregate of such installments of principal will completely amortize the remaining Railgon CSA Indebtedness. The unpaid balance of the Chessie CSA Indebtedness shall bear interest from the Amendment No. 1 Closing Date (as defined in Amendment No. 1 to the Override and Restructuring Agreement dated as of October 15, 1984 by and among the parties to the Override Agreement) at the rate of 8.75% per annum. Such interest and the principal amount of the Chessie CSA Indebtedness shall be payable on each Chessie Payment Date in such amounts as shall be determined pursuant to Section 18.03(a) of the Override Agreement, as added by that certain Amendment No. 1 to the Override and Restructuring Agreement dated as of October 15, 1984 by and among the parties to the Override Agreement. The unpaid balance of the Seaboard CSA Indebtedness shall bear interest from the Amendment No. 2 Closing Date (as defined in Amendment No. 2 to the Override and Restructuring Agreement dated as of November 15, 1984 by and among the parties to the Override Agreement) at the rate of 8.75% per annum. Such

interest and the principal amount of the Seaboard CSA Indebtedness shall be payable on each Seaboard Payment Date in such amounts as shall be determined pursuant to Section 18.04(a) of the Override Agreement, as added by that certain Amendment No. 2 to the Override and Restructuring Agreement dated as of November 15, 1984 by and among the parties to the Override Agreement. The unpaid balance of the Kansas City Southern CSA Indebtedness shall bear interest from the Amendment No. 3 Closing Date (as defined in Amendment No. 3 to the Override and Restructuring Agreement dated as of June 16, 1986 by and among the parties to the Override Agreement) at the rate of 6.65% per annum. Such interest and the principal amount of the Kansas City Southern CSA Indebtedness shall be payable on each Kansas City Southern Payment Date in such amounts as shall be determined pursuant to Section 18.05(a) of the Override Agreement, as added by that certain Amendment No. 3 to the Override and Restructuring Agreement dated as of June 16, 1986 by and among the parties to the Override Agreement. The unpaid balance of the Denver and Rio Grande Western CSA Indebtedness shall bear interest from the Amendment No. 4 Closing Date (as defined in Amendment No. 4 to the Override and Restructuring Agreement dated as of December 15, 1987 by and among the parties to the Override Agreement) at the rate of 7.00% per annum. Such interest and the principal amount of the Denver and Rio Grande Western CSA Indebtedness shall be payable on each Denver and Rio Grande Western Payment Date in such amounts as shall be determined pursuant to Section 18.06(a) of the Override Agreement, as added by that certain Amendment No. 4 to the Override and Restructuring Agreement dated as of December 15, 1987 by and among the parties to the Override Agreement. The unpaid balance of the Chicago and North Western CSA Indebtedness shall bear interest from the Amendment No. 4 Closing Date (as defined in Amendment No. 4 to the Override and Restructuring Agreement dated as of December 15, 1987 by and among the parties to the Override Agreement) at the rate of 7.00% per annum. Such interest and the principal amount of the Chicago and North Western CSA Indebtedness shall be payable on each Chicago and North Western Payment Date in such amounts as shall be determined pursuant to Section 18.06(a) of the Override Agreement, as added by that certain Amendment No. 4 to the Override and Restructuring Agreement dated as

of December 15, 1987 by and among the parties to the Override Agreement.

2. The last paragraph of Article 4 of the CSA is amended to read in its entirety as follows:

As used in this Agreement, the word "Equipment" shall mean, jointly, the Equipment leased by the Trustee to the Lessee pursuant to the Lease (the "Railgon Equipment"), the Equipment leased by the Trustee to the Baltimore Lessee pursuant to the Baltimore Lease (the "Baltimore Equipment") and to the Chesapeake Lessee pursuant to the Chesapeake Lease (the "Chesapeake Equipment") (the Baltimore Equipment and the Chesapeake Equipment shall sometimes be referred to in this Agreement collectively as the "Chessie Equipment"), the Equipment leased by the Trustee to the Seaboard Lessee pursuant to the Seaboard Lease (the "Seaboard Equipment"), the Equipment leased by the Trustee to the Kansas City Southern Lessee pursuant to the Kansas City Southern Lease (the "Kansas City Southern Equipment"), the Equipment leased by the Trustee to the Denver and Rio Grande Western Lessee pursuant to the Denver and Rio Grande Western Lease (the "Denver and Rio Grande Western Equipment") and the Equipment leased by the Trustee to the Chicago and North Western Lessee pursuant to the Chicago and North Western Lease (the "Chicago and North Western Equipment"). If an act is done or omitted to be done by, or an event occurred with respect to, one of the Baltimore Lessee or the Chesapeake Lessee but not both, any and all references to the "Chessie Equipment" with respect to such act, omission or event, or the legal consequences resulting from such act, omission or event, shall mean the units of Chessie Equipment leased by the Baltimore Lessee or Chesapeake Lessee, whichever did or omitted to do such act or with respect to which such event occurred, but not both. Notwithstanding any other provisions of this Agreement, including, without limitation, Articles 15 and 16 hereof but without limiting the effect of Article 21 hereof, it is understood and agreed by the Vendor that the liability of the Trustee for all payments to be made by it under and pursuant to this Agreement in respect of the Equipment and for all performance

obligations (other than the payments called for by subparagraph (b) of the third paragraph of this Article and as provided in the proviso to the last paragraph of Article 12 hereof) in respect of the Equipment, shall not exceed an amount equal to, and shall be payable only out of, the income and proceeds from the Equipment. As used herein the term "income and proceeds from the Equipment" shall mean (i) if an event of default shall have occurred under Article 15 hereof in respect of the Lease, either of the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Trustee (or any assignee of the Trustee) at any time after any such event of default and during the continuance thereof: (a) all amounts of rental payable pursuant to the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) and amounts in respect of Casualty Occurrences paid for or with respect to the Equipment pursuant to the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) (except any amounts due pursuant to Paragraph 9 of the Participation Agreement) and (b) any and all other payments or proceeds received pursuant to the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) (except sums that by the express terms of the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, are payable directly to the Owner or the Trustee pursuant to §§ 6, 9 and 19 of the Lease or §§ 6, 9 and 17 of such Chessie Lease or the Seaboard Lease or §§ 6, 9 and 17 of the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) or for or with respect to the Equipment as the result of the sale, lease or other disposition thereof, after deducting all costs and expenses of such sale, lease or other disposition) and (ii) at

any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) or otherwise payable to the Trustee pursuant to the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) as are indefeasibly received by the Trustee or any assignee of the Trustee and as shall equal the portion of the Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, due and payable on the date such amounts so received were required to be paid pursuant to the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) or as shall equal any other payments (including payments in respect of Casualty Occurrences as defined in Article 7 hereof) then due and payable under this Agreement; it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (a) and (b) that were received by the Trustee or any assignee of the Trustee prior to the existence of such an event of default which exceeded the amounts required to discharge that portion of the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness, or the Chicago and North Western CSA Indebtedness, as the case may be, and/or interest thereon due and payable by the Trustee on the date on which amounts received by the Trustee or any assignee of the Trustee were required to be paid pursuant to the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be) or which exceeded any other payments including payments in respect of Casualty Occurrences due and payable under this Agreement at the time such amounts were payable under the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease (as the case may be). The

Vendor agrees that if it obtains a judgment against the Trustee for an amount in excess of the amounts payable by the Trustee pursuant to the limitations set forth in this paragraph, it will, accordingly, limit its execution of such judgment to such amount and it will not bring suit against the Trustee or the Owner for any sums in addition to the amounts payable by the Trustee pursuant to said limitations (or obtain a judgment, order or decree against the Trustee or the Owner for any relief other than the payment of money) except as may be required by applicable rules of procedure to enforce against the Equipment, the Lessee, such Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, and the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be (rather than against the Trustee personally or the Owner), by appropriate proceedings against the Trustee at law or in equity or otherwise, the obligation to make the payments to be made pursuant to this Agreement or any other payments or performance obligations due to the Vendor under this Agreement. Nothing contained herein limiting the liability of the Trustee or the Owner shall derogate from the right of the Vendor to proceed against the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment or the Chicago and North Western Equipment, as the case may be, or the Lessee, the Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, as provided for herein or in the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease or the Consent, the Lessee's Consent dated as of October 15, 1984 executed and delivered by the Chessie Lessees, the Lessee's Consent dated as of November 15, 1984 executed and delivered by the Seaboard Lessee, the Lessee's Consent dated as of June 16, 1986 executed and delivered by the Kansas City Southern Lessee, the Lessee's Consent dated as of December 15, 1987 executed and delivered by the Denver and Rio Grande Western Lessee or the Les-

see's Consent dated as of December 15, 1987 executed and delivered by the Chicago and North Western Lessee, as the case may be, for the full unpaid Purchase Price of the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment or the Chicago and North Western Equipment, as the case may be, and interest thereon and any and all other payments and obligations under this Agreement.

3. The first paragraph of Article 5 of the CSA is amended to read in its entirety as follows:

ARTICLE 5. Security Interest in the Equipment. The Vendor shall and hereby does retain a security interest in the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment and the Chicago and North Western Equipment for the benefit of each of the Investors under each of the CSAs (defined below) until the Trustee shall have made all its payments under this Agreement and two Conditional Sale Agreements dated as of October 1, 1980 and February 1, 1981, respectively, as amended, between the Trustee and the Agent, as assignee (such agreements as amended, jointly, the "Other CSAs" and, together with this Agreement, the "CSAs") in respect of (i) the Railgon CSA Indebtedness or the Lease (as such terms are defined herein and in the Other CSAs), (ii) the Chessie CSA Indebtedness or the Chessie Leases (as such terms are defined herein and in the Other CSAs), (iii) the Seaboard CSA Indebtedness or the Seaboard Lease (as such terms are defined herein and in the Other CSAs), (iv) the Kansas City Southern CSA Indebtedness or the Kansas City Southern Lease (as such terms are defined herein and in the Other CSAs), (v) the Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease (as such terms are defined herein and in the other CSAs), or (vi) the Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease (as such terms are defined herein and in the other CSAs), as the case may be, and shall have kept and performed all its agreements contained in the CSAs in respect thereof

notwithstanding any provision of this Agreement or the Other CSAs limiting the liability of the Trustee and notwithstanding the delivery of the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment or the Chicago and North Western Equipment to and the possession and use thereof by the Trustee and the Lessee, a Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee as provided in this Agreement and the Lease, either of the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and the North Western Lease (as the case may be); it being understood that, subject thereto, title to the Equipment (upon delivery and acceptance thereof) shall pass to and remain in the Trustee. Accordingly, after all payments due to become due under the CSAs in respect of the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment or the Chicago and North Western Equipment (as the case may be) shall have been completed and fully made to or for the account of the Vendor, and the Trustee shall have performed all its other obligations hereunder (without regard to the provisions of the last paragraph of Article 4 hereof or Article 21 hereof) and under the Other CSAs in respect thereof, (a) such payments shall be deemed to represent the discharge in full of the Vendor's security interest in the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment or the Chicago and North Western Equipment (as the case may be) at such time, (b) any moneys remaining in the hands of the Vendor after providing for all outstanding amounts due and payable hereunder in respect thereof shall be paid to the Trustee, and (c) the Vendor shall execute for record in public offices such instrument or instruments in writing as shall be reasonably requested by the Trustee in order to discharge of record the security interest of the Vendor in, and to make clear upon public records the Trustee's full title to, the units of the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment

or the Chicago and North Western Equipment (as the case may be) under the laws of any jurisdiction; provided, however, that until that time a security interest in the Equipment hereunder and under the Other CSAs shall be and remain in the Vendor, notwithstanding the possession and use thereof by the Trustee pursuant to the terms of this Agreement. In the event any units of Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment, as the case may be, have been purchased by a Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Lessee or the Chicago and North Western Lessee, as the case may be, pursuant to § 13 of the applicable Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease, as the case may be, and the security interest in respect of such units has been transferred in accordance with Article 25 hereof to the proceeds of such sale, then, and in such event, the security interest in such units retained by the Vendor pursuant to this Article 5 shall automatically be released and the Vendor shall comply with clause (c) above.

4. (a) The second paragraph of Article 7 of the CSA is amended to read in its entirety as follows:

In the event that any unit of Railgon Equipment, Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment shall suffer a Casualty Occurrence (as defined in § 7 of the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be) during the term of this Agreement, the Trustee shall, promptly after it shall have received notice from the Lessee, either of the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, or otherwise been informed that such unit has suffered a Casualty Occurrence cause the Vendor to

be fully informed in regard thereto. On the Casualty Payment Date (as defined in § 7 of each of the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be) next succeeding such notice or information, the Trustee shall, subject to the limitations contained in the last paragraph of Article 4 hereof, pay to the Vendor an amount equal to the Fair Value, as hereinafter defined, of such unit suffering a Casualty Occurrence as of such Casualty Payment Date. On the Casualty Payment Date, the Trustee shall file, or cause to be filed, with the Vendor a certificate setting forth the Fair Value of such unit and the method of determination thereof.

(b) The first sentence of the fifth paragraph of Article 7 of the CSA is amended to read in its entirety as follows:

Any money paid to the Vendor pursuant to this Article shall be applied (after the payment of the interest and principal due on such date) to prepay without penalty or premium, in accordance with Article 24 hereof, the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, and the Trustee will promptly furnish to the Vendor and the Lessee, the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, a revised schedule of payments of principal and interest thereafter to be made, in such number of counterparts as they may request.

5. The sixth paragraph of Article 7 of the CSA is amended to read in its entirety as follows:

The "Fair Value" of any unit of Railgon Equipment, Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment on any date shall be deemed to be an amount computed by multiplying the unpaid principal amount of the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, outstanding on such date (after giving effect to any payment in respect thereof due on such date pursuant to Article 4 hereof) by a fraction of which the numerator shall be the Purchase Price of such unit and the denominator shall be the aggregate Purchase Price of all units (including such unit) of Railgon Equipment, Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment (as the case may be) subject to the CSA on such date.

6. The first paragraph of Article 11 of the CSA is amended to read in its entirety as follows:

So long as no event of default has occurred and is continuing hereunder, the Trustee shall be entitled to the possession and use of the Equipment and also to enter into the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease and to permit the use of the Equipment as provided in the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease. The Trustee hereby agrees that the Lease and the rights of the Trustee to receive rentals and other payments due and to become due thereunder and under the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease (except for payments payable directly to the Trustee or the Owner pursuant to §§ 6, 9 and 19 of the Lease and §§ 6, 9 and 17 of each of the Chessie Leases, the Seaboard Lease,

the Kansas City Southern Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease), shall be subject and subordinate to this Agreement and the Other CSAs and to the rights of the Vendor hereunder, thereunder and under the Consent, the Lessee's Consent dated as of October 15, 1984 executed and delivered by each of the Chessie Lessees, the Lessee's Consent dated as of November 15, 1984 executed and delivered by the Seaboard Lessee, the Lessee's Consent dated as of June 16, 1986 executed and delivered by the Kansas City Southern Lessee, the Lessee's Consent dated as of December 15, 1987 executed and delivered by the Denver and Rio Grande Western Lessee and the Lessee's Consent dated as of December 15, 1987 executed and delivered by the Chicago and North Western Lessee.

7. The parenthetical reference beginning in the third line of the first paragraph of Article 13 of the CSA is hereby amended to read in its entirety as follows:

"(as defined in § 9 of the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, but such term with respect to the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, shall be deemed also to include any claim, cause of action, suit, penalty, demand or judgment, of any nature whatsoever, arising out of the Vendor's holding a security interest under the CSAs or under the two Assignments of Leases dated as of October 15, 1984 executed by the Trustee with respect to each of the Chessie Leases, the Assignment of Lease dated as of November 15, 1984 executed by the Trustee with respect to the Seaboard Lease, the Assignment of Lease dated as of June 16, 1986 executed by the Trustee with respect to the Kansas City Southern Lease or the Assignment of Leases dated as of December 15, 1987 executed by the Trustee with respect to the Denver and Rio Grande Western Lease and the Chicago and North Western Lease)".

8. Article 15 of the CSA is amended to read in its entirety as follows:

ARTICLE 15. Defaults. In the event that any one or more of the following events of default shall occur, to wit:

(a) the Trustee shall default in the payment of the principal or interest on the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, or in the payment in respect of a Casualty Occurrence under Article 7 hereof, and such default shall continue for more than ten days after the same shall have become due and payable, without regard to any limitation of liability contained in Article 4 or 21 hereof, or

(b) the Trustee shall, without regard to any limitation contained in Article 4 or 21 hereof, fail or refuse to comply with any other of the terms and covenants of this Agreement or the Lease Assignment, the Assignments of Lease dated as of October 15, 1984 executed and delivered by the Trustee in respect of the Chessie Leases, the Assignment of Lease dated as of November 15, 1984 executed and delivered by the Trustee in respect of the Seaboard Lease, the Assignment of Lease dated as of June 16, 1986 executed and delivered by the Trustee in respect of the Kansas City Southern Lease or the Assignment of Leases dated as of December 15, 1987 executed and delivered by the Trustee in respect of the Denver and Rio Grande Lease and the Chicago and North Western Lease on its part to be kept and performed (except as provided in clause (d) of this Article), or to make provision satisfactory to the Vendor for such compliance, and such noncompliance shall continue for more than 30 days after the Vendor shall have demanded in writing performance thereof, or

(c) the Lessee, either of the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, shall fail or refuse to comply with any terms, covenants, agreement or provision of the Participation Agreement made expressly for the benefit of the Assignee or the Investors, on its part to be kept or performed, and the Lessee, either of the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, or the Trustee shall not make provision satisfactory to the Vendor for such compliance, and such noncompliance shall continue for more than 30 days after the Vendor shall have demanded in writing performance thereof, or

(d) the Trustee, except as herein authorized or contemplated, shall make or suffer any unauthorized transfer or sublease (including, for the purpose of this clause, contracts for the use thereof) of any unit of Equipment and shall fail or refuse either to cause such transfer or sublease to be cancelled by agreement of all parties having any interest therein or recover possession of such unit of Equipment, as the case may be, within 30 days after the Vendor shall have demanded in writing such cancellation or recovery of possession, or within said 30 days to deposit with the Vendor a sum in cash equal to the then Fair Value (as defined in Article 7 hereof) of such unit of Equipment (any sum so deposited to be returned to the Trustee upon the cancellation of such transfer or sublease or the recovery of possession by the Trustee of such unit of Equipment), or

(e) any proceeding shall be commenced by or against the Trustee, in its capacity as trustee, or the Owner for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a proceeding which does not permit any readjustment of the obligations hereunder or (i) under the

Lease, the Lease Assignment, the Consent or the Participation Agreement or the Trust Agreement of the Trustee, in such capacity, or the Owner, as the case may be, (ii) under the Chessie Leases, the Assignments of Leases dated as of October 15, 1984 executed and delivered by the Trustee or the Lessee's Consent dated as of October 15, 1984 executed and delivered by the Chessie Lessees, (iii) under the Seaboard Lease, the Assignment of Lease dated as of November 15, 1984 executed and delivered by the Trustee or the Lessee's Consent dated as of November 15, 1984 executed and delivered by the Seaboard Lessee, (iv) under the Kansas City Southern Lease, the Assignment of Lease dated as of June 16, 1986 executed and delivered by the Trustee or the Lessee's Consent dated as of June 16, 1986 executed and delivered by the Kansas City Southern Lessee, (v) under the Denver and Rio Grande Western Lease, the Chicago and North Western Lease, the Assignment of Leases dated as of December 15, 1987 executed and delivered by the Trustee, the Lessee's Consent dated as of December 15, 1987 executed and delivered by the Denver and Rio Grande Western Lessee or the Lessee's Consent dated as of December 15, 1987 executed and delivered by the Chicago and North Western Lessee) and, unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all such obligations shall not be duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Trustee, in such capacity, or the Owner, as the case may be, or for its or their property in connection with any such proceeding in such manner that such obligations have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceeding shall have been commenced, or

(f) any Event of Default (as defined in the Lease, in either of the Chessie Leases, in the Seaboard Lease, in the Kansas City South-

ern Lease, in the Denver and Rio Grande Western Lease or in the Chicago and North Western Lease) shall have occurred and be continuing under the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, unless the Trustee shall have cured the corresponding event of default hereunder within 5 days of such event of default; provided, however, that if more than four Events of Default or more than two consecutive Events of Default shall have occurred under clause (A) of § 10 of the Lease, such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, any such Event of Default shall be an event of default hereunder whether or not the corresponding event of default hereunder is cured, or

(g) any event of default shall have occurred and be continuing under either of the Other CSAs;

then at any time after the occurrence of such an event the Vendor may, upon written notice to the Trustee and the Lessee, the Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, and upon compliance with any legal requirements then in force and applicable to such action by the Vendor, declare ("Declaration of Default") the entire unpaid balance of the Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of such Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, and interest shall bear interest from the date of such Declaration of Default at

the rate per annum specified in Article 4 hereof as being applicable to amounts remaining unpaid after becoming due and payable, to the extent legally enforceable. In addition, if the Trustee does not pay such entire unpaid balance of such Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, together with the interest thereon accrued and unpaid to the date of payment within 15 days of such notice of Declaration of Default, the Vendor may cause the Lease, Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease, as the case may be, immediately to terminate (and the Trustee acknowledges the right of the Vendor to terminate such Lease, Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease) but without affecting the indemnities which by the provisions of such Lease, Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease survives its termination. Upon a Declaration of Default, subject to Articles 4 and 21 hereof, the Vendor shall be entitled to recover judgment for the entire unpaid balance of such Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, so payable, with interest as aforesaid, and to collect such judgment out of property of the Trustee held in respect of the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, subject to the provisions of Articles 4 and 21 hereof, wherever situated. The Trustee shall promptly notify the Vendor and each Investor of any event of which an officer or employee of its corporate trust department has actual knowledge which constitutes, or with the giving of notice and/or lapse of time would constitute, an event of default under this Agreement.

The Vendor may, at its election, waive any such event of default and its consequences and rescind and annul any Declaration of Default or notice of termination of the Lease, the Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, by notice to the Trustee and the Lessee, Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, as the case may be, in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such event of default had occurred and no Declaration of Default or notice of termination of the Lease, Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease had been made or given. Notwithstanding the provisions of this paragraph, it is expressly agreed by the Trustee that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

It is expressly acknowledged that (1) an event of default under any subparagraph of this Article 15 arising by reason of a default by the Trustee in respect of the Railgon CSA Indebtedness or a default by the Lessee in respect of the Lease shall not constitute an event of default under this Article 15 in respect of (i) the Chessie CSA Indebtedness or either of the Chessie Leases, (ii) the Seaboard CSA Indebtedness or the Seaboard Lease, (iii) the Kansas City Southern CSA Indebtedness or the Kansas City Southern Lease, (iv) the Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease, or (v) the Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease, (2) an event of default under any subparagraph of this Article 15 arising by reason of a default by the Trustee in respect of the Chessie CSA Indebtedness or a default by a Chessie Lessee in respect of a Chessie Lease shall not constitute an event of default under this Article 15 in respect of (i) the Railgon CSA Indebtedness or the Lease, (ii) the Seaboard CSA Indebtedness or the Seaboard Lease, (iii) the Kansas City Southern CSA Indebtedness or the Kansas City South-

ern Lease, (iv) the Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease, or (v) the Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease, (3) an event of default under any subparagraph of this Article 15 arising by reason of a default by the Trustee in respect of the Seaboard CSA Indebtedness or a default by the Seaboard Lessee in respect of the Seaboard Lease shall not constitute an event of default under this Article 15 in respect of (i) the Railgon CSA Indebtedness or the Lease, (ii) the Chessie CSA Indebtedness or either of the Chessie Leases, (iii) the Kansas City Southern CSA Indebtedness or the Kansas City Southern Lease, (iv) the Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease, or (v) the Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease, (4) an event of default under any subparagraph of this Article 15 arising by reason of a default by the Trustee in respect of the Kansas City Southern CSA Indebtedness or a default by the Kansas City Southern Lessee in respect of the Kansas City Southern Lease shall not constitute an event of default under this Article 15 in respect of (i) the Railgon CSA Indebtedness or the Lease, (ii) the Chessie CSA Indebtedness or either of the Chessie Leases, (iii) the Seaboard CSA Indebtedness or the Seaboard Lease, (iv) the Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease, or (v) the Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease, (5) an event of default under any subparagraph of this Article 15 arising by reason of a default by the Trustee in respect of the Denver and Rio Grande Western CSA Indebtedness or a default by the Denver and Rio Grande Western Lessee in respect of the Denver and Rio Grande Western Lease shall not constitute an event of default under this Article 15 in respect of (i) the Railgon CSA Indebtedness or the Lease, (ii) the Chessie CSA Indebtedness or either of the Chessie Leases, (iii) the Seaboard CSA Indebtedness or the Seaboard Lease, (iv) the Kansas City Southern CSA Indebtedness or the Kansas City Southern Lease, or (v) the Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease, and (6) an event of default under any subparagraph of this Article 15 arising by reason of a default by the Trustee in respect of the Chicago and North Western

CSA Indebtedness or a default by the Chicago and North Western Lessee in respect of the Chicago and North Western Lease shall not constitute an event of default under this Article 15 in respect of (i) the Railgon CSA Indebtedness or the Lease, (ii) the Chessie CSA Indebtedness or either of the Chessie Leases, (iii) the Seaboard CSA Indebtedness or the Seaboard Lease, (iv) the Kansas City Southern CSA Indebtedness or the Kansas City Southern Lease, or (v) the Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease.

9. The first sentence of Article 16 of the CSA is amended to read in its entirety as follows:

For purposes of this Article, the word "Equipment" means the Equipment leased by the Trustee under any of the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease with respect to which a Declaration of Default has occurred and is continuing.

10. The third through sixth paragraphs of Article 16 of the CSA are amended to read in their entirety as follows:

At any time during the continuance of a Declaration of Default with respect to the Lease, a Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, the Vendor (after retaking possession of the Equipment as hereinbefore in this Article 16 provided) may, upon such notice and consent as is hereinafter set forth, retain the Equipment in satisfaction of the entire Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, under this Agreement and under, and as defined in, the

Other CSAs in respect of such Lease, Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease, as the case may be, and make such disposition thereof as the Vendor shall deem fit. Written notice of the Vendor's election to retain the Equipment shall be given to the Trustee, the Owner and to the Lessee, the Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, by telegram or registered mail, addressed as provided in Article 20 hereof, and to any other persons to whom the law may require notice, within 30 days after such Declaration of Default. In the event that the Vendor shall elect to retain the Equipment and the Trustee does not object thereto in writing as described in the second proviso below, all the Trustee's rights in the Equipment shall thereupon terminate and all payments made by the Trustee or for its account in respect of the Equipment may be retained by the Vendor as compensation for the use of the Equipment; provided, however, that if the Trustee, before the expiration of the 30 day period described in the proviso below, should pay or cause to be paid to the Vendor the total unpaid balance of the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, under this Agreement and under, and as defined in, the Other CSAs in respect of such Lease, Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease, as the case may be, together with interest thereon accrued and unpaid and all other payments due under this Agreement, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Trustee; provided, further, that if the Trustee, the Owner, or such Lessee, Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, as the case may be, or any other persons notified under the terms of this paragraph object in writing to the Vendor within 30 days from the receipt of notice of the Vendor's election to retain the Equipment, then the Vendor may not so

retain the Equipment, but shall sell, lease or otherwise dispose of it or continue to hold it pending sale, lease or other disposition as herein-after provided or as may otherwise be permitted by law. If the Vendor shall not have given notice to retain as hereinabove provided or notice of intention to dispose of the Equipment in any other manner, it shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Article 16.

At any time during the continuance of a Declaration of Default, the Vendor, with or without retaking possession of the Equipment, at its election and upon 30 days' notice to the Trustee, and to the Lessee, the Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, and any other persons to whom the law may require notice of the time and place, may sell the Equipment, or one or more of the units thereof, free from any and all claims of the Trustee, or such Lessee, Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, or any other party claiming from, through or under the Trustee or such Lessee, Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, at law or in equity, at public or private sale and with or without advertisement as the Vendor may determine; provided, however, that if, prior to such sale and prior to the making of a contract for such sale, the Trustee should tender full payment of the total unpaid balance of the Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, under this Agreement and under, and as defined in, the Other CSAs in respect of the Lease, the Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, together with interest thereon accrued and unpaid and all other payments due under this Agreement and the Other CSAs as well as expenses of the Vendor in retaking possession of, removing, storing, holding and pre-

paring the Equipment for, and otherwise arranging for, the sale and the Vendor's reasonable attorneys' fees, then upon receipt of such payment, expenses and fees by the Vendor, absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Trustee. The proceeds of such sale or other disposition, less the attorneys' fees and any other expenses incurred by the Vendor in retaking possession of, removing, storing, holding, preparing for sale and selling or otherwise disposing of the Equipment, shall be credited on the amount due to the Vendor under the provisions of this Agreement.

Any sale hereunder may be held or conducted at New York, New York, at such time or times as the Vendor may specify (unless the Vendor shall specify a different place or places, in which case the sale shall be held at such place or places as the Vendor may specify), in one lot and as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Vendor may determine, so long as such sale shall be conducted in a commercially reasonable manner. The Vendor, the Trustee and the Owner may bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale. The Trustee and the Lessee, the Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, shall be given written notice of such sale or the making of a contract for such sale not less than 30 days prior thereto, by telegram or registered mail addressed as provided in Article 20 hereof. In the event that the Vendor shall be the purchaser of the Equipment, it shall not be accountable to the Trustee or to such Lessee, Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, as the case may be (except to the extent of surplus money received as hereinafter provided in this Article 16), and in payment of the purchase price therefor the Vendor shall be entitled to have credited on account thereof all or any part of sums due to the Vendor hereunder.

Each and every power and remedy hereby specifically given to the Vendor shall be in addition to

every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Vendor except that the Vendor shall not be deemed to have the power or remedy to retain the Equipment in satisfaction of the Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, in respect of the Lease, the Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, except as specifically provided in this Article 16. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Vendor in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Trustee or to the Lessee, the Chessie Lessee, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, shall not otherwise alter or affect the Vendor's rights or the Trustee's obligations hereunder. The Vendor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Trustee's obligation or the Vendor's rights hereunder with respect to any subsequent payments or default therein.

11. Article 20 of the CSA is amended by adding the following new clauses after clause (h) thereof:

(i) to the Denver and Rio Grande Western Lessee at 1515 Arapahoe Street, Denver, Colorado 80202,

(j) to the Chicago and North Western Lessee at 1 Northwestern Center, 165 North Canal, Chicago, Illinois 60606.

12. The second paragraph of Article 21 of the CSA is amended to read in its entirety as follows:

The obligations of the Trustee under the second, seventh and eighth paragraphs of Article 16 and under Articles 3, 6, 7 (other than the second and third sentences of the second paragraph thereof), 8, 9, 10, 12 (other than the proviso to the last paragraph thereof), 13 and 18 hereof shall be deemed in all respects satisfied by the Lessee's undertakings contained in the Lease, the Chessie Lessees' undertakings under the Chessie Leases, the Seaboard Lessee's undertakings under the Seaboard Lease, the Kansas City Southern Lessee's undertakings under the Kansas City Southern Lease, the Denver and Rio Grande Western Lessee's undertakings under the Denver and Rio Grande Western Lease and the Chicago and North Western Lessee's undertakings under the Chicago and North Western Lease. The Trustee shall not have any responsibility or liability for the Lessee's, the Chessie Lessees', the Seaboard Lessee's, the Kansas City Southern Lessee's, the Denver and Rio Grande Western Lessee's or the Chicago and North Western Lessee's failure to perform such obligations, but if the same shall not be performed they shall constitute the basis for an event of default hereunder pursuant to Article 15 hereof. Until the security interest of the Vendor in this Agreement is discharged as provided in Article 5 hereof, no waiver or amendment of the Lessee's undertakings under the Lease, the Chessie Lessees' undertakings under the Chessie Leases, the Seaboard Lessee's undertakings under the Seaboard Lease, the Kansas City Southern Lessee's undertakings under the Kansas City Southern Lease, the Denver and Rio Grande Western Lessee's undertakings under the Denver and Rio Grande Western Lease or the Chicago and North Western Lessee's undertakings under the Chicago and North Western Lease shall be effective unless joined in by the Vendor.

13. Articles 24 and 25 of the CSA are amended to read in their entirety as follows:

ARTICLE 24. Investors' Interests in Equipment. For purposes of this Article, (i) the term "Railgon Equipment Interest" shall mean, as to each Investor under each of the CSAs as of the date of determination, a percentage equal to the proportion of (a) the sum of such Investor's Railgon CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs to (b) the aggregate of all Railgon CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs, (ii) the term "Chessie Equipment Interest" shall mean, as to each Investor under each of the CSAs as of the date of determination, a percentage equal to the proportion of (a) the sum of such Investor's Chessie CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs to (b) the aggregate of all Chessie CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs, (iii) the term "Seaboard Equipment Interest" shall mean, as to each Investor under each of the CSAs as of the date of determination, a percentage equal to the proportion of (a) the sum of such Investor's Seaboard CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs to (b) the aggregate of all Seaboard CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs, (iv) the term "Kansas City Southern Equipment Interest" shall mean, as to each Investor under each of the CSAs as of the date of determination, a percentage equal to the proportion of (a) the sum of such Investor's Kansas City Southern CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs to (b) the aggregate of all Kansas City Southern CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs, (v) the term "Denver and Rio Grande Western Equipment Interest" shall mean, as to each Investor under each of the CSAs as of the date of determination, a percentage equal to the proportion of (a) the sum of such Investor's Denver and Rio Grande Western CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs to (b) the aggregate of all Denver and Rio Grande Western CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs,

and (vi) the term "Chicago and North Western Equipment Interest" shall mean, as to each Investor under each of the CSAs as of the date of determination, a percentage equal to the proportion of (a) the sum of such Investor's Chicago and North Western CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs to (b) the aggregate of all Chicago and North Western CSA Indebtedness under this Agreement and under, and as defined in, the Other CSAs. Each Investor's interest in the Railgon Equipment in respect of the Lease and in the Railgon Equipment leased under the Leases of Railroad Equipment dated as of October 1, 1980 and February 1, 1981, respectively, as amended, between the Trustee and the Lessee (as so amended, together with the Lease, the "Leases") and in all proceeds from the sale, transfer, conveyance, lease, contract for use or other disposition of each thereof as a result of or in connection with an event of default under any of the CSAs in respect of any Railgon CSA Indebtedness or the Leases or any Event of Default under any of the Leases shall be equal to such Investor's Railgon Equipment Interest. Notwithstanding any provision contained in any of the CSAs to the contrary, upon the receipt by the Agent of (i) any proceeds of the Railgon Equipment from any of the events described in the preceding sentence or (ii) any payments in respect of Casualty Occurrences under any of the Leases, the Agent shall distribute to each Investor an amount equal to the product of (x) such Investor's Railgon Equipment Interest and (y) all such amounts received by the Agent in respect of such event. Each Investor's interest in the Chessie Equipment in respect of the Chessie Leases and in all proceeds from the sale, transfer, conveyance, lease, contract for use or other disposition of each thereof as a result of or in connection with an event of default under any of the CSAs in respect of any Chessie CSA Indebtedness or the Chessie Leases or any Event of Default under any of the Chessie Leases shall be equal to such Investor's Chessie Equipment Interest. Notwithstanding any provision contained in any of the CSAs to the contrary, upon the receipt by the Agent of (i) any proceeds of the Chessie Equipment from any of the events described in the preceding sentence or (ii) any payments in respect of Casualty Occurrences under either of the Chessie Leases, the Agent shall distribute to each Investor an amount equal to the

product of (x) such Investor's Chessie Equipment Interest and (y) all such amounts received by the Agent in respect of such event. Each Investor's interest in the Seaboard Equipment in respect of the Seaboard Lease and in all proceeds from the sale, transfer, conveyance, lease, contract for use or other disposition of each thereof as a result of or in connection with an event of default under any of the CSAs in respect of any Seaboard CSA Indebtedness or the Seaboard Lease or any Event of Default under the Seaboard Lease shall be equal to such Investor's Seaboard Equipment Interest. Notwithstanding any provision contained in any of the CSAs to the contrary, upon the receipt by the Agent of (i) any proceeds of the Seaboard Equipment from any of the events described in the preceding sentence or (ii) any payments in respect of Casualty Occurrences under the Seaboard Lease, the Agent shall distribute to each Investor an amount equal to the product of (x) such Investor's Seaboard Equipment Interest and (y) all such amounts received by the Agent in respect of such event. Each Investor's interest in the Kansas City Southern Equipment in respect of the Kansas City Southern Lease and in all proceeds from the sale, transfer, conveyance, lease, contract for use or other disposition of each thereof as a result of or in connection with an event of default under any of the CSAs in respect of any Kansas City Southern CSA Indebtedness or the Kansas City Southern Lease or any Event of Default under the Kansas City Southern Lease shall be equal to such Investor's Kansas City Southern Equipment Interest. Notwithstanding any provision contained in any of the CSAs to the contrary, upon the receipt by the Agent of (i) any proceeds of the Kansas City Southern Equipment from any of the events described in the preceding sentence or (ii) any payments in respect of Casualty Occurrences under the Kansas City Southern Lease, the Agent shall distribute to each Investor an amount equal to the product of (x) such Investor's Kansas City Southern Equipment Interest and (y) all such amounts received by the Agent in respect of such event. Each Investor's interest in the Denver and Rio Grande Western Equipment in respect of the Denver and Rio Grande Western Lease and in all proceeds from the sale, transfer, conveyance, lease, contract for use or other disposition of each thereof as a result of or in connection with an event of default under any of the CSAs in re-

spect of any Denver and Rio Grande Western CSA Indebtedness or the Denver and Rio Grande Western Lease or any Event of Default under the Denver and Rio Grande Western Lease shall be equal to such Investor's Denver and Rio Grande Western Equipment Interest. Notwithstanding any provision contained in any of the CSAs to the contrary, upon the receipt by the Agent of (i) any proceeds of the Denver and Rio Grande Western Equipment from any of the events described in the preceding sentence or (ii) any payments in respect of Casualty Occurrences under the Denver and Rio Grande Western Lease, the Agent shall distribute to each Investor an amount equal to the product of (x) such Investor's Denver and Rio Grande Western Equipment Interest and (y) all such amounts received by the Agent in respect of such event. Each Investor's interest in the Chicago and North Western Equipment in respect of the Chicago and North Western Lease and in all proceeds from the sale, transfer, conveyance, lease, contract for use or other disposition of each thereof as a result of or in connection with an event of default under any of the CSAs in respect of any Chicago and North Western CSA Indebtedness or the Chicago and North Western Lease or any Event of Default under the Chicago and North Western Lease shall be equal to such Investor's Chicago and North Western Equipment Interest. Notwithstanding any provision contained in any of the CSAs to the contrary, upon the receipt by the Agent of (i) any proceeds of the Chicago and North Western Equipment from any of the events described in the preceding sentence or (ii) any payments in respect of Casualty Occurrences under the Chicago and North Western Lease, the Agent shall distribute to each Investor an amount equal to the product of (x) such Investor's Chicago and North Western Equipment Interest and (y) all such amounts received by the Agent in respect of such event.

ARTICLE 25. Vendor's Lien on Proceeds. Notwithstanding anything contained in this Agreement to the contrary, in the event either of the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Lessee or the Chicago and North Western Lessee, as the case may be, elects to purchase the units of Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment,

as the case may be, leased to it in accordance with the provisions of § 13 of the Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee to which it is a party, as the case may be, unless the Trustee shall have made all its payments under this Agreement and shall have kept and performed all of its agreements herein contained in respect of such Chessie Lease, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, at the time such Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Lessee or Chicago and North Western Lessee, as the case may be, is obligated to pay all or any portion of the purchase price for such units, the Agent may direct such Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, as the case may be, to pay over such proceeds to the Agent as security for the performance of the Trustee's remaining obligations under the CSA in respect of such Chessie Lease, Seaboard Lease, Kansas City Southern Lease, Denver and Rio Grande Western Lease or Chicago and North Western Lease, as the case may be. If the Chessie Lessee, Seaboard Lessee, Kansas City Southern Lessee, Denver and Rio Grande Western Lessee or Chicago and North Western Lessee, as the case may be, has paid over all or a portion of such purchase price to the Trustee, unless the Trustee shall have made all payments under this Agreement and shall have kept and performed all of its agreements herein contained, the Trustee shall be deemed to hold such proceeds in trust for the benefit of the Agent and shall forthwith turn over such proceeds, or portion thereof, to the Agent as shall be necessary in the sole discretion of the Agent to provide adequate security for such payment or performance on the part of the Trustee. If the Trustee fails to make any such payment or to keep or perform any such obligation after written demand by the Agent is made therefor, the Agent may, upon 30 days' written notice to the Trustee (and any other persons to whom the law may require notice) retain all or part of such purchase price free and clear of any claims of the Trustee or any other party claiming from, through or under the Trustee. If the Trustee remedies such failure within such 30 day period, the Vendor shall return to the Trustee

that portion of the purchase price held by it, but without interest.

14. Except as expressly set forth herein, the provisions of this Agreement shall be effective as of the Amendment No. 4 Closing Date, as such term is defined in Amendment No. 4 to the Override and Restructuring Agreement dated as of December 15, 1987 by and among the Lessee, the Agent, the Owner, the Trustee, the Investors and Trailer Train Company. Except as modified or amended hereby, the CSA shall remain in full force and effect in accordance with its terms. This Agreement may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

[Seal]

By _____

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent

[Seal]

By _____

Attest:

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this ____ day of December, 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of Mercantile-Safe Deposit and Trust Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires:

EXHIBIT F

ASSIGNMENT OF LEASES dated as of December 15, 1987 ("Assignment"), by and between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustees (hereinafter collectively, together with its successors and assigns, called the "Trustee") acting under three separate Trust Agreements dated as of July 1, 1980, October 1, 1980 and February 1, 1981, respectively, as amended (collectively, the "Trust Agreement"), with GENERAL ELECTRIC CREDIT CORPORATION ("Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as agents (collectively, the "Agent") for certain institutional investors ("Investors") under three separate Participation Agreements dated as of July 1, 1980, October 1, 1980 and February 1, 1981, respectively, as amended (collectively, the "Participation Agreement").

WHEREAS, the Trustee entered into three separate Conditional Sale Agreements dated as of July 1, 1980, October 1, 1980 and February 1, 1981, respectively, as amended (individually, a "CSA" and collectively, the "CSAs") with the manufacturers specified in Item 1 of Annex A to each CSA ("Builders"), whereby the Trustee purchased certain units of railroad equipment on behalf of the Owner ("Original Units") described in the Annex B thereto, and the CSAs were assigned to the Agent by the Builders;

WHEREAS, all of the Original Units had been leased by the Trustee to Railgon Company ("Railgon") pursuant to three separate Leases of Railroad Equipment dated July 1, 1980, October 1, 1980 and February 1, 1981, respectively, as amended (the "Railgon Leases");

WHEREAS, the Trustee has leased (i) certain of such Original Units to the Denver and Rio Grande Western Railroad Company (the "Denver and Rio Grande Western Lessee") pursuant to a Lease of Railroad Equipment dated as of December 15, 1987 (hereinafter, together with all amendments and supplements thereto, being called the "Denver and Rio Grande Western Lease") and (ii) certain other Original Units to the Chicago and North Western Transportation Company (the "Chicago and North Western Lessee") pursuant to a Lease of Railroad Equipment dated as of December 15, 1987 (hereinafter, together with all amendments and supplements thereto, being called the "Chicago and North Western Lease"), such Original Units leased to the Denver and Rio Grande Western Lessee and such Original Units leased to the Chicago and North Western Lessee hereinafter being called, collectively, the "Units";

WHEREAS, in order to provide further security for the obligations of the Trustee under the CSAs, the Trustee has agreed to assign for security purposes pursuant to this Assignment its rights in, to and under the Denver and Rio Grande Western Lease and the Chicago and North Western Lease to the Agent.

NOW, THEREFORE, in consideration of the payments to be made, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 10 hereof, the Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Trustee's obligations in respect of the Denver and Rio Grande Western CSA Indebtedness and the Chicago and North Western CSA Indebtedness under each of the CSAs, all the Trustee's right, title and interest, powers, privileges, and other benefits under the Denver and Rio Grande Western Lease and the Chicago and North Western Lease (including those inuring to the benefit of the Owner and the Owner's assigns by reason of § 12 of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee under or pursuant to the provisions of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease whether as rent, casualty payment, indemnity (except sums that by the express terms of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease are payable directly to the Owner or the Trustee pursuant to §§ 6, 9 and 17 of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease), liquidated damages, payment in respect of purchase option or otherwise (such moneys being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Denver and Rio Grande Western Lease or the Chicago and North Western Lease and to do any and all other things whatsoever that the Trustee is or may become entitled to do under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease and to enforce compliance by the Denver and Rio Grande Western Lessee or the Chicago and

North Western Lessee, as the case may be, with all the terms and provisions thereof.

The Agent agrees to accept any Payments made by the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee for the account of the Trustee pursuant to the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, and, to the extent received, the Agent will apply such Payments to satisfy the obligations of the Trustee under the CSAs then due and payable in respect of the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, subject to the limitations contained in the last paragraph of Article 4 of the CSAs, and any balance held by the Agent hereunder for the account of the Trustee shall be deemed to be held in trust for the Trustee and shall be paid immediately to and retained by the Trustee. If the Agent shall not receive any rental payment under the first paragraph of § 3 of the Denver and Rio Grande Western Lease or the Chicago and North Western Lease or any payment of Casualty Values under § 7 of the Denver and Rio Grande Western Lease or the Chicago and North Western Lease when due, the Agent shall promptly notify the Trustee by telegraphic communication at the address set forth in the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be. Failure to so notify the Trustee shall not affect the rights and remedies of the Agent hereunder or under the CSAs; except that the Agent may not declare an event of default under subparagraph (a) or (f) of Article 15 of the CSAs arising solely by reason of the failure of the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, to make any such rental payment that, pursuant to subparagraph (f) of Article 15 of the CSAs, would not constitute an event of default thereunder if the Trustee complies with the provisions thereof, unless such event of default is not remedied within 5 days after notification is given as aforesaid.

2. This Assignment is executed only as security for the obligations of the Trustee under the CSAs in respect of the Denver and Rio Grande Western CSA Indebtedness and the Chicago and North Western CSA Indebtedness and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, it being agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Denver and Rio Grande Western

Lessee and the Chicago and North Western Lessee shall be and remain enforceable by the Denver and Rio Grande Western Lessee and the Chicago and North Western Lessee, and their successors and assigns, against, and only against, the Trustee or persons other than the Agent.

3. To protect the security afforded by this Assignment, the Trustee agrees as follows:

(a) The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement that the Denver and Rio Grande Western Lease and the Chicago and North Western Lease provide are to be performed by the Trustee; without the written consent of the Agent, the Trustee will not anticipate the rents under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease or waive, excuse, condone, forgive or in any manner release or discharge the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, which are intended to satisfy the obligations of the Trustee under the CSAs, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, and the Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Trustee fail to make any payment or do any act which this Assignment requires the Trustee to make or do, then the Agent, but without obligation so to do, after first making written demand upon the Trustee and affording the Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Agent may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Trustee contained in the Denver and Rio Grande Western Lease or the Chicago and North Western Lease; and in

exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Trustee will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Trustee to make reimbursements under this Paragraph 3 are subject to the last paragraph of Article 4 of the CSAs.

4. Subject to the provisions of Paragraph 10 hereof, the Trustee does hereby constitute the Agent the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Denver and Rio Grande Western Lease or the Chicago and North Western Lease to which the Trustee is or may become entitled, to enforce compliance by the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee with all the terms and provisions of the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings that the Agent may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Trustee's obligations under the CSAs in respect of the Denver and Rio Grande Western CSA Indebtedness, this Assignment and Rights herein assigned to the Agent in respect thereof shall terminate in respect of the Trustee's obligations under the CSAs in respect of the Denver and Rio Grande Western CSA Indebtedness, and all estate, right, title and interest of the Agent in and to the Denver and Rio Grande Western Lease shall revert to the Trustee without further act or deed, but the Agent shall execute and deliver such documents as the Trustee may reasonably request in order to confirm or make clear upon public records such termination and/or reversion. Upon the full discharge and satisfaction of all the Trustee's obligations under the CSAs in respect of the Chicago and North Western CSA Indebtedness, this Assignment and the rights herein assigned to the Agent in respect thereof shall terminate in respect of the Trustee's obligations under the CSAs in respect of the Chicago and North Western CSA Indebtedness, and all estate, right, title and interest of the Agent in and to the Chicago and North Western Lease shall revert to the Trustee without further act or deed, but the Agent shall execute and deliver such documents as the Trustee may reasonably request in order to confirm or make clear upon public records such termination and/or reversion.

6. The Trustee will, from time to time, do and perform any other act and will execute, acknowledge and deliver any and all further instruments required by law and reasonably requested by the Agent in order to confirm or further assure the interests of the Agent hereunder.

7. The Agent may assign all or any of the rights assigned to it hereby or arising under the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, including, without limitation, the right to receive any Payments due or to become due. The Agent will give written notice to the Trustee and the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Trustee shall cause copies of all notices received in connection with the Denver and Rio Grande Western Lease or the Chicago and North Western Lease and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 20 of the CSAs, or at such other address as the Agent shall designate.

10. The Agent hereby agrees with the Trustee that, so long as no event of default in respect of the Denver and Rio Grande Western Lease, the Chicago and North Western Lease, the Denver and Rio Grande Western Lessee, the Chicago and North Western Lessee, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness (as defined in the CSAs), or any event which with lapse of time or notice or both would constitute such an event of default, under the CSAs has occurred and is then continuing, the Agent will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Trustee to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Denver and Rio Grande Western Lease, the Chicago and North Western Lease and the CSAs, the Trustee may, so long as no such event of default under the CSAs has occurred and is then continuing, exercise or enforce, or seek or exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the Denver and Rio Grande Western Lease and the Chicago and North Western Lease; provided, however, the Trustee shall not, without the prior written consent of

the Agent, terminate the Denver and Rio Grande Western Lease or the Chicago and North Western Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said § 10.

11. No recourse shall be had in respect of any obligation due under this Assignment, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Trustee, the Agent, the Investors, or the Owner, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as a consideration for the execution of this Assignment.

It is expressly agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties and agreements herein made on the part of the Trustee are each and every one of them made and intended not as personal representations, warranties and agreements by the financial institution acting as Trustee hereunder or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as that term is used in the Trust Agreement and this Assignment is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee under the Trust Agreement; and that no personal liability or responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution or the Owner on account of any representation, warranty or agreement hereunder of said financial institution, acting in its capacity as Trustee or the Owner, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through or under the Agent, making claim hereunder, may look to the Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective corporate names, by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

[Seal]

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as Trustee.

By: _____

Attest:

[Seal]

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent.

By: _____

Attest:

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

On this _____ day of December, 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires:

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this ____ day of December, 1987, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Mercantile-Safe Deposit and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires:

EXHIBIT G

LESSEE'S CONSENT

The undersigned, a corporation duly incorporated under the laws of the State of Delaware and the Lessee named in the Denver and Rio Grande Western Lease (the "Lease") referred to in the foregoing Assignment of Leases, hereby acknowledges receipt of a copy of such Assignment of Leases relating to the Lease (the "Assignment"), consents to all the terms and conditions of the Assignment, and agrees as follows:

(1) subject to the terms and conditions of the Assignment, to pay all Payments (as defined in the Assignment) due and to become due to the Trustee under the Lease directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent ("Agent"), under the Participation Agreement referred to in the Assignment, to be applied as provided in the Assignment, by bank wire transfer of immediately available funds to the Agent for credit to the Agent's Account No. _____, with advice that the funds are "Re: Railgon Lease" (or to such other address as may be furnished in writing to the undersigned by the Agent);

(2) agrees, subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Lease as though the Agent were named therein as the Trustee;

(3) agrees that the Agent shall not, by virtue of the Assignment or this Lessee's Consent, be or become subject to any liability or obligation under the Lease or otherwise;

(4) agrees that the Lease shall not, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration of impairment of the obligations of the Lessee under such Lease which are intended to satisfy the obligations of the Trustee under the CSAs referred to in the Assignment, the obligations of the Trustee under the Assignment or the obligations of such

Lessee under this Lessee's Consent or of any of the rights created by any thereof; and

(5) will do all such acts and execute and deliver all such further assurance required to be done and/or executed and delivered by it pursuant to the provisions of the Lease and all documents executed in connection with such Lease.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

This Lessee's Consent, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of December 15, 1987

[Corporate Seal]

THE DENVER AND RIO GRANDE
WESTERN RAILROAD COMPANY

Attest:

By _____

[Seal]

ACCEPTED:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its individual capacity, but solely as Agent under the Participation Agreement referred to above.

Attest:

By _____

[Seal]

EXHIBIT H

LESSEE'S CONSENT

The undersigned, a corporation duly incorporated under the laws of the State of Delaware and the Lessee named in the Chicago and North Western Lease (the "Lease") referred to in the foregoing Assignment of Leases, hereby acknowledges receipt of a copy of such Assignment of Leases relating to the Lease (the "Assignment"), consents to all the terms and conditions of the Assignment, and agrees as follows:

(1) subject to the terms and conditions of the Assignment, to pay all Payments (as defined in the Assignment) due and to become due to the Trustee under the Lease directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent ("Agent"), under the Participation Agreement referred to in the Assignment, to be applied as provided in the Assignment, by bank wire transfer of immediately available funds to the Agent for credit to the Agent's Account No. _____, with advice that the funds are "Re: Railgon Lease" (or to such other address as may be furnished in writing to the undersigned by the Agent);

(2) agrees, subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Lease as though the Agent were named therein as the Trustee;

(3) agrees that the Agent shall not, by virtue of the Assignment or this Lessee's Consent, be or become subject to any liability or obligation under the Lease or otherwise;

(4) agrees that the Lease shall not, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration of impairment of the obligations of the Lessee under such Lease which are intended to satisfy the obligations of the Trustee under the CSAs referred to in the Assignment, the obligations of the Trustee under the Assignment or the obligations of such Lessee under this Lessee's Consent or of any of the rights created by any thereof; and

(5) will do all such acts and execute and deliver all such further assurance required to be done and/or executed and delivered by it pursuant to the provisions of the Lease and all documents executed in connection with such Lease.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

This Lessee's Consent, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of December 15, 1987

[Corporate Seal]

THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

Attest:

By _____

[Seal]

ACCEPTED:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its individual capacity, but solely as Agent under the Participation Agreement referred to above.

Attest:

By _____

[Seal]

EXHIBIT I

AMENDMENT TO PARTICIPATION AGREEMENT (NO. _)

AMENDMENT made as of the 15th day of December, 1987 among RAILGON COMPANY, a Delaware corporation ("Railgon"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, acting not in its individual capacity but solely as agent ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation ("Owner"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity, but solely as Trustee for the Owner ("Trustee"), and the PARTIES NAMED IN SCHEDULE A TO THE PARTICIPATION AGREEMENT (the "Investors").

RECITALS

WHEREAS, the parties hereto are parties to a Participation Agreement dated as of [date], as amended (as so amended, the "Participation Agreement");

WHEREAS, in connection with the Participation Agreement, the Trustee and Railgon entered into a Lease of Railroad Equipment dated as of the date of the Participation Agreement, as amended (as so amended, the "Lease"), pursuant to which the Trustee leased to Railgon certain items of equipment (the "Equipment");

WHEREAS, as of the date hereof the Trustee and Railgon have entered into an Amendment to Lease pursuant to which certain items of Equipment have been released from the Lease;

WHEREAS, as of the date hereof the Trustee has entered into a Lease of Railroad Equipment with the Denver and Rio Grande Western Railroad Company (such lease is referred to as the "Denver and Rio Grande Western Lease", and such lessee is referred to as the "Denver and Rio Grande Western Lessee"), pursuant to which the Trustee has leased to the Denver and Rio Grande Western Lessee certain items of the Equipment;

WHEREAS, as of the date hereof the Trustee has entered into a Lease of Railroad Equipment with the Chicago and North Western Transportation Company (such lease is referred to as the "Chicago and North Western Lease", and such lessee is referred to as the "Chicago and North Western Lessee"), pursuant to which the Trustee has leased to the Chicago and North Western Lessee certain items of the Equipment; and

WHEREAS, in consideration of the foregoing, the parties to the Participation Agreement desire to amend the Participation Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. The first five sentences of the seventh paragraph of Paragraph 2 of the Participation Agreement are deleted and the following is inserted in replacement thereof:

The Agent will hold the moneys deposited with it pursuant hereto and Investments (as defined in Paragraph 10 hereof) and the rights under the CSA and the security interest in the Railgon Equipment, the Chessie Equipment, the Seaboard Equipment, the Kansas City Southern Equipment, the Denver and Rio Grande Western Equipment and the Chicago and North Western Equipment (as such terms are defined in the Amendment to Conditional Sale Agreement (No. 1) dated as of December 15, 1987 between the Trustee and the Agent (the "CSA Amendment")), the security interest in the Lease, the Chessie Leases (as such term is defined in Amendment No. 1 (defined below)), the Seaboard Lease (as such term is defined in Amendment No. 2 (defined below)), the Kansas City Southern Lease (as such term is defined in Amendment No. 3 (defined below)), the Denver and Rio Grande Western Lease (as such term is defined in Amendment No. 4 (defined below)) and the Chicago and North Western Lease (as such term is defined in Amendment No. 4 (defined below)), and any payments received by it pursuant to the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, in trust for the benefit of the Investors and the Investors (as defined in each of the two Participation Agreements dated as of [date] and [date], respectively, as amended (as so amended, the "Other Participation Agreements")), to which the Lessee, the Agent, the Owner and the Trustee are parties) in accordance with their respective interests therein as such interests from time to time shall appear. The interest of each such Investor in each payment by the Agent of principal of or interest on the Railgon CSA Indebtedness shall be as set forth in

the Override and Restructuring Agreement dated as of January 1, 1984, as amended (as so amended, the "Override Agreement"), by and among the Lessee, the Agent, the Owner, the Trustee, the Investors and Trailer Train Company. The interest of each such Investor in each payment by the Agent of principal of or interest on the Chessie CSA Indebtedness (as such term is defined in the CSA Amendment) shall be determined in accordance with the formula set forth in Section 18.03(a) of the Override Agreement, as added by Amendment No. 1 to the Override and Restructuring Agreement ("Amendment No. 1") dated as of October 15, 1984 by and among the parties to the Override Agreement. The interest of each such Investor in each payment by the Agent of principal of or interest on the Seaboard CSA Indebtedness (as such term is defined in the CSA Amendment) shall be determined in accordance with the formula set forth in Section 18.04(a) of the Override Agreement, as added by Amendment No. 2 to the Override and Restructuring Agreement ("Amendment No. 2") dated as of November 15, 1984 by and among the parties to the Override Agreement. The interest of each such Investor in each payment by the Agent of principal of or interest on the Kansas City Southern CSA Indebtedness (as such term is defined in the CSA Amendment) shall be determined in accordance with the formula set forth in Section 18.05(a) of the Override Agreement, as added by Amendment No. 3 to the Override and Restructuring Agreement ("Amendment No. 3") dated as of June 16, 1986 by and among the parties to the Override Agreement. The interest of each such Investor in each payment by the Agent of principal of or interest on the Denver and Rio Grande Western CSA Indebtedness (as such term is defined in the CSA Amendment) shall be determined in accordance with the formula set forth in Section 18.06(a) of the Override Agreement, as added by Amendment No. 4 to the Override and Restructuring Agreement ("Amendment No. 4") dated as of December 15, 1987 by and among the parties to the Override Agreement. The interest of each such Investor in each payment by the Agent of principal of or interest on the Chicago and North Western CSA Indebtedness (as such term is defined in the CSA Amendment) shall be determined in accordance with the formula set forth in Section 18.06(a) of the Override Agreement, as added by Amendment No. 4.

2. The first through third paragraphs of Paragraph 11 of the Participation Agreement are amended to read in their entirety as follows:

The Agent will accept payments made to it by or for the account of the Trustee pursuant to the CSA on account of the principal of or interest on the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, and will apply such payments promptly, (i) in the case of the Railgon CSA Indebtedness, to the payment of such principal and interest in accordance with the provisions of the Override Agreement, (ii) in the case of the Chessie CSA Indebtedness, to the payment of such principal and interest determined in accordance with Section 18.03(a) of the Override Agreement, as added by Amendment No. 1, (iii) in the case of the Seaboard CSA Indebtedness, to the payment of such principal and interest determined in accordance with Section 18.04(a) of the Override Agreement, as added by Amendment No. 2, (iv) in the case of the Kansas City Southern CSA Indebtedness, to the payment of such principal and interest determined in accordance with Section 18.05(a) of the Override Agreement, as added by Amendment No. 3, (v) in the case of the Denver and Rio Grande Western CSA Indebtedness, to the payment of such principal and interest determined in accordance with Section 18.06(a) of the Override Agreement, as added by Amendment No. 4 and (vi) in the case of the Chicago and North Western CSA Indebtedness, to the payment of such principal and interest determined in accordance with Section 18.06(a) of the Override Agreement, as added by Amendment No. 4, then due in the order of maturity until the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, shall have been paid in full; and, as long as no event of default shall have occurred and be continuing under the CSA and the Other CSAs, in respect of the Railgon CSA Indebted-

ness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness, as the case may be, any balance shall be paid over to the Trustee.

The Agent will accept all sums paid to it pursuant to Article 7 of each of the CSAs with respect to Casualty Occurrences (as therein defined) and will apply such sums to the prepayment of each of the installments of the Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness (as the case may be) remaining unpaid (in proportion to the principal amount of aggregate Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, represented by each such installment), without premium, together with interest accrued and unpaid on such prepaid Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, and will distribute such prepayment and interest thereon among the Investors in accordance with their Railgon Equipment Interests, Chessie Equipment Interests, Seaboard Equipment Interests, Kansas City Southern Equipment Interests, Denver and Rio Grande Western Equipment Interests or Chicago and North Western Equipment Interests (as defined in the CSA Amendment), as the case may be. The Agent will furnish to each Investor as promptly as possible a revised schedule or schedules of payments showing the holder's interest in the installments of the reduced aggregate Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness and Chicago and North Western CSA Indebtedness remaining unpaid and the interest payable thereon.

Notwithstanding anything to the contrary contained herein, if a Declaration of Default (as

defined in Article 15 of the CSA) is in effect, (i) all moneys held by or coming into the possession of the Agent under the CSA or the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease applicable to the payment or prepayment of Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, or interest thereon (excluding, however, the proceeds of any repossession and sale or lease of any unit of the Railgon Equipment, Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment) immediately shall be distributed by the Agent pro rata among the Investors in accordance with their respective interests in the Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, thereunder at the time of distribution, and (ii) all proceeds of any repossession and sale or lease of any unit of Railgon Equipment, Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment or Chicago and North Western Equipment, as the case may be, immediately shall be distributed by the Agent among the Investors according to their respective Railgon Equipment Interests, Chessie Equipment Interests, Seaboard Equipment Interests, Kansas City Southern Equipment Interests, Denver and Rio Grande Western Equipment Interests or Chicago and North Western Equipment Interests (as such terms are defined in the CSA Amendment), as the case may be, as set forth in Article 24 of the CSA, and the Agent shall otherwise take such action as is referred to in this Paragraph 11.

3. The first three sentences of the fifth paragraph of Paragraph 11 of the Participation Agreement are amended to read in their entirety as follows:

So long as, to the actual knowledge of the Agent, the Lessee is not, the Chessie Lessees are not, the Seaboard Lessee is not, the Kansas City Southern Lessee is not, the Denver and Rio Grande Lessee is not, and the Chicago and North Western Lessee is not in default under this Agreement, and no event of default under the CSA in respect of the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease or Event of Default under the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease shall have occurred and be continuing, the Agent shall be entitled to use its discretion with respect to using or refraining from exercising any rights or taking or refraining from taking any action which may be vested in it, or which it may be entitled to assert or take, hereunder or under the CSA or under the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, except as otherwise specifically provided herein. The Agent shall not incur any liability hereunder or otherwise in acting upon any notice, certificate or other paper or instrument believed by it to be genuine and signed by the proper party or parties, or with respect to anything which it may do or refrain from doing in the exercise of its best judgment, or which may seem to it to be necessary or desirable in the premises, except liability resulting from its own misconduct or negligence, provided, however, that in case the Agent shall have actual knowledge of the occurrence of a Default, an event of default under the CSA in respect of the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease or an Event of Default under the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, it shall promptly notify the Trustee, the Owner, the Lessee, the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee, as the case may be, and the Investors thereof and shall take such action and assert such rights under the CSA and the Lease, the

Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease, as the case may be, as shall be agreed upon by holders of interests totaling more than 50% of the aggregate Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness (as the case may be) then outstanding. In case the Agent is required to take action hereunder, it shall be indemnified against any liability or expense, including reasonable counsel fees, and shall be reasonably compensated for its services, in connection with taking such action or asserting such rights, by the holders of the Railgon CSA Indebtedness, the Chessie CSA Indebtedness, the Seaboard CSA Indebtedness, the Kansas City Southern CSA Indebtedness, the Denver and Rio Grande Western CSA Indebtedness or the Chicago and North Western CSA Indebtedness (as the case may be) in proportion to each holder's interest in the aggregate outstanding Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be.

4. The sixth and seventh paragraphs of Paragraph 11 of the Participation Agreement are amended to read in their entirety as follows:

The Agent may consult with legal counsel of its own choice (provided such legal counsel is acceptable to the holders of more than 50% of the aggregate Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness, as the case may be, then outstanding) and shall not be under any liability for any action taken or suffered in good faith by it in accordance with the opinion of such counsel.

The Agent will promptly mail or deliver to each Investor which shall so request in writing one counterpart or copy of all notices, statements, documents or schedules actually or constructively received by it from the Trustee or the Lessee, the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee pursuant hereto or pursuant to the CSA or the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease or the Chicago and North Western Lease.

5. The first two sentences of the eleventh paragraph of Paragraph 11 of the Participation Agreement are amended to read in their entirety as follows:

The Agent shall be entitled to terminate its duties and responsibilities hereunder by giving written notice to the Investors, the Owner, and the Lessee, the Chessie Lessees, the Seaboard Lessee, the Kansas City Southern Lessee, the Denver and Rio Grande Western Lessee or the Chicago and North Western Lessee (as the case may be) that it desires to terminate such duties and responsibilities on a date (at least 30 days subsequent to the giving of such notice) stated in said notice; it being agreed that the Agent shall also give such notice if it is directed so to do by the holders of interests totaling more than 50% of the aggregate Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness (as the case may be) then outstanding. If, prior to the date stated in said notice, the holders of interests totaling more than 50% of the aggregate Railgon CSA Indebtedness, Chessie CSA Indebtedness, Seaboard CSA Indebtedness, Kansas City Southern CSA Indebtedness, Denver and Rio Grande Western CSA Indebtedness or Chicago and North Western CSA Indebtedness (as the case may be) then outstanding shall have requested in writing that the Agent assign to a person or institution designated by such holder all right, title and interest of the

Agent under the CSA, the CSA Assignment, the Lease Assignment, the Assignment of Leases dated as of October 15, 1984 by the Trustee with respect to the Chessie Leases, the Assignment of Lease dated as of November 15, 1984 by the Trustee with respect to the Seaboard Lease, the Assignment of Lease dated as of June 16, 1986 by the Trustee with respect to the Kansas City Southern Lease and the Assignment of Leases dated as of December 15, 1987 by the Trustee with respect to the Denver and Rio Grande Western Lease and the Chicago and North Western Lease and in and to the Railgon Equipment, Chessie Equipment, Seaboard Equipment, Kansas City Southern Equipment, Denver and Rio Grande Western Equipment and Chicago and North Western Equipment and the Lease, the Chessie Leases, the Seaboard Lease, the Kansas City Southern Lease, the Denver and Rio Grande Western Lease and the Chicago and North Western Lease, the Agent shall comply with such request.

6. Except as amended or modified hereby, the Participation Agreement shall remain in full force and effect in accordance with its terms. This Agreement may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

RAILGON COMPANY

By _____

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY, As Agent

[Seal]

By _____

Attest: _____

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
As Trustee

By _____

GENERAL ELECTRIC CREDIT
CORPORATION

By _____

[Investors]

EXHIBIT J

AMENDMENT TO ASSIGNMENT OF LEASE
AND AGREEMENT (NO. 1)

AMENDMENT made as of the 15th day of December, 1987 between THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, the "Trustee") acting under a Trust Agreement dated as of [date], as amended, with General Electric Credit Corporation (the "Owner"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, acting not in its individual capacity but solely as agent (hereinafter, together with its successors and assigns, the "Agent") for certain institutional investors (the "Investors") under a Participation Agreement dated as of [date], as amended.

RECITALS

WHEREAS, the Trustee is a party to a Conditional Sale Agreement dated as of [date], as amended (as so amended, the "CSA") along with certain manufacturers of railroad equipment listed on the signature pages to the CSA (the "Builders"), pursuant to which the Trustee purchased certain units of railroad equipment described in Annex B to the CSA manufactured by the Builders (the "Equipment");

WHEREAS, the Builders assigned to the Agent (a) their right, title and interest in and to the CSA and (b) their security interests in and to the Equipment, pursuant to an Agreement and Assignment dated as of [date], between the Agent and each of the Builders;

WHEREAS, the Trustee and Railgon Company ("Railgon") entered into a Lease of Railroad Equipment dated as of [date], as amended (as so amended, the "Lease") pursuant to which the Trustee leased the Equipment to Railgon;

WHEREAS, to provide security for the obligations of the Trustee under the CSA and as an inducement to the Investors to invest in the CSA Indebtedness (as defined in the CSA), the Trustee assigned for security purposes its rights in, to and under the Lease to the Agent pursuant to an Assignment of Lease and Agreement dated as of [date], as amended (as so amended, the "Assignment of Lease");

WHEREAS, the Trustee and Railgon have as of this date entered into an Amendment to Lease pursuant to which certain items of Equipment have been released from the Lease;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Denver and Rio Grande Western Railroad Company and a Lease of Railroad Equipment with the Chicago and North Western Transportation

Company, pursuant to which the Trustee has leased to such entities such items of the Equipment released from the Lease; and

WHEREAS, in consideration of the foregoing, the parties to the Assignment of Lease have agreed to amend the Assignment of Lease on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Section 1 of the Assignment of Lease is amended to read in its entirety as follows:

Subject to the provisions of Paragraph 10 hereof, the Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Trustee's obligations in respect of the Railgon CSA Indebtedness (as such term is defined in the Amendments to Conditional Sale Agreements dated as of December 15, 1987 between the Trustee and the Agent) under the CSA (as used herein, such term to be deemed to include all amendments and supplements thereto) and under two Conditional Sale Agreements dated as of [date] and [date], respectively, as amended and supplemented, between the Trustee and the Agent, as assignee (such agreements, jointly, the "Other CSAs" and, together with the CSA, the "CSAs"), all the Trustee's right, title and interest, powers, privileges, and other benefits under the Lease (including those inuring to the benefit of the Owner and the Owner's assigns by reason of § 12 of the Lease), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity (except sums which by the express terms of the Lease are payable directly to the

Owner or the Trustee pursuant to §§ 6, 9 and 19 of the Lease), liquidated damages, or otherwise (such moneys being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Agent agrees to accept any Payments made by the Lessee for the account of the Trustee pursuant to the Lease and, to the extent received, the Agent will apply such Payments to satisfy the obligations of the Trustee in respect of the Railgon CSA Indebtedness (a) under the CSA then due and payable, subject to the limitations contained in the last paragraph of Article 4 of the CSA, and (b) under the Other CSAs then due and payable, subject to the limitations contained in the last paragraph of Article 4 of each of the Other CSAs, and any balance held by the Agent hereunder for the account of the Trustee shall be deemed to be held in trust for the Trustee and shall be paid immediately to and retained by the Trustee. The foregoing provision shall also be for the benefit of the Builders as third party beneficiaries. If the Agent shall not receive any rental payment under the first paragraph of § 3 of the Lease or any payment of Casualty Values under § 7 of the Lease when due, the Agent shall promptly notify the Trustee by telegraphic communication at the address set forth in the Lease. Failure to so notify the Trustee shall not affect the rights and remedies of the Agent hereunder or under the CSA or under the Other CSAs except that the Agent may not declare an event of default under subparagraph (a) of (f) of Article 15 of the CSA or the Other CSAs arising solely by reason of the failure of the Lessee to make any such rental payment which, pursuant to subparagraph (f) of Article 15 of the CSA or the Other CSAs, would not constitute an event of default thereunder if the Lessor complies with the provisions thereof, unless such event of default is not remedied within 5 days after notification is given as aforesaid.

2. Except as modified or amended hereby, the Assignment of Lease shall remain in full force and effect in accordance with its terms. This Agreement may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as Trustee

[Seal]

By _____

Attest:

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, not in its individual
capacity but solely as Agent

[Seal]

By _____

Attest:

STATE OF CONNECTICUT)
) ss.:
COUNTY OF HARTFORD)

On this _____ day of December, 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires:

STATE OF MARYLAND)
) ss.:
COUNTY OF BALTIMORE)

On this _____ day of December, 1987, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is the _____ of Mercantile-Safe Deposit and Trust Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires: